

**Thinking Dog, LLC Day School Program**

**AGREEMENT TO RELEASE AND WAIVE LIABILITY, HOLD HARMLESS, INDEMNIFY**

**AND ASSUME RISK OF INJURY OR LOSS**

I understand that my dog's attendance in day school and an off-leash play program is not without risk to my dog. These include, without limitation, risks of physical injury, mental injury, emotional distress, trauma, death, and property damage. All risks are known and appreciated by me. I waive any and all specific notice of the existence of the risks. I shall assume and pay my dog's medical and emergency expenses in the event of injury, illness, or other incapacity regardless of whether I authorized such expenses. I agree that I, as owner of the above dog, am solely responsible for the dog's behavior.

By reading, signing, and dating this document, I hereby waive and release Thinking Dog, LLC, its owners, and/or owners of all premises on which these services are being provided, and/or its employees, agents and volunteers of said owners, from any and all damages, losses, fines, claims, suits, expenses (including attorney fees and defense costs ), judgments, and/or liabilities of any form or nature resulting from any act or omission of any dog or dog owner participating in programs conducted by Thinking Dog, LLC. This release of liability includes, but is not limited to, any injury, death, sickness, or personal injury or property damage my pet or I may suffer while on or around the premises where the program is held. This release also includes specifically, but without limitation any and all forms of personal injury (including death) and property damage to myself, other persons, and other animals resulting from the act or omissions of any and all dogs or dog owners, and I expressly assume the risk of such damages or injuries and losses throughout the duration of my dog's attendance.

I also agree to defend, indemnify and hold harmless Thinking Dog, LLC, its owners, and/or the owners of all premises on which these classes are being held, and/or the employees agents, and volunteers of said owners from any and all claims, suits, losses, damages, expenses (including attorney fees and defense costs) judgments, fines, penalties and/or liabilities, due to any and forms of personal injury (including death), property which my pet or I may cause, or be alleged to have caused, to any person, animal, or property while or around on the premises where the services are carried out, or in connection with the services provided by Thinking Dog, LLC. This Agreement to Release and Waive Liability, Hold Harmless, Indemnify and Assume Risk of Injury or Loss shall survive the completion or termination of my dog's attendance in programs offered through Thinking Dog, LLC. This agreement is an integrated agreement which supersedes any prior, contemporaneous oral or written agreements or negotiations. This agreement may not be modified except through a written agreement signed by both the dog owner and Melissa Duran of Thinking Dog, LLC.

By my signature below, I hereby state that I fully understand and agree to the above terms and conditions in consideration for the services provided by Thinking Dog, LLC.

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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