

# Conformation Training Agreement

This Conformation Training Agreement (the "Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_ month, \_\_\_\_\_ between:

\_\_\_\_\_ (name(s); the "Client(s)", must be 18 years of age or old)

\_\_\_\_\_ (name(s); authorized participant(s) under 18 years of age)

of \_\_\_\_\_ (address; all Clients to this agreement must reside at the same address)

AND

Sheena J Rafferty of \_\_\_\_\_ (the "Trainer")

Applies to the Client(s), and authorized participant(s) if applicable, and any dog the Client(s) or authorized participant(s) brings to any conformation handling class organized and run by the Trainer at the location specified in the online registration form from this date forward. The parties to this Agreement agree as follows:

**Training Fees:** The Client(s) agrees to pay the Trainer a non-refundable fee as listed by the Trainer and agreed to by the Client(s) through online registration prior to the start of a drop-in class or the start of the first class in a session of consecutive classes.

**Dog Health and Vaccinations:** The Client(s) warrants that their dog is physically fit, in good health, and free of parasites and infectious diseases. The Client(s) warrants that their dog(s) has been vaccinated as appropriate based on age:

- Puppies under 12 months of age must have received at least 2 parvo/distemper/adeno vaccinations 7 or more days prior to starting class
- Dogs 12 months of age and older must have received at least 3 parvo/distemper/adeno vaccinations and 1 rabies vaccination

at the time of signing this agreement and agrees to maintain their dog's vaccinations/titers ongoing.

**Training Services:** The scope of training is limited to conformation show handling with instruction given to improve both the handler's and dog's performance. The Trainer will make every reasonable effort to help the Client(s) achieve training goals but makes no guarantee of the dog's performance, success in competition, or behavior as a result. 1-hour classes will be limited to 10 dogs and include a mix of breeds, ages, and sizes.

**Client(s) Disclosure:** Prior to attending class, the Client(s) agrees to disclose to the Trainer in writing any and all known behavioural concerns or past incidence involving their dog(s) that resulted in a near-miss or injury to a person or animal. Information provided does not automatically exclude the dog(s) from the class so long as safety for all participants can be maintained.

**Cancellation Policy:** If the Client(s) fails to give at least 24 hours cancellation notice or is not present at a scheduled drop-in class, fees are still due. For pre-booked consecutive classes (sessions), when a Client(s) is absent, they agree to forfeit that class and no refund will be provided.

**House Rules:** The Client(s) agrees to keep their dog(s) on leash at all times and to clean up after their dog(s), both inside and outside of the facility provided by the Trainer. Indoor shoes are required for all people entering the facility.

**Release of Liability and Indemnification:** The Client(s) expressly acknowledges and understands that the Trainer's services will be provided in an environment where certain hazards may exist, including, but not limited to, debris in the training area, other animals and their owners, training equipment, illness, and natural hazards. If the Client(s) or the Client's dog causes property damage, illness/infection, or injury (including death) to any animal or person while attending a class with the Trainer, the Client(s) assumes the risk and agrees that the Trainer and facility shall not be held responsible. The Client(s) expressly agrees to indemnify and hold harmless the Trainer and the facility, to pay all losses and damages suffered or incurred, and to defend and indemnify the Trainer and the facility from any claims, demands, lawsuits, losses, costs, or expenses, including attorney fees, arising out of or in connection with the provision of the Trainer's services to the Client(s) and/or their dog(s).

At the Trainer's sole election, the Trainer's duties hereunder shall terminate if (a) in the Trainer's sole judgment the Client's dog is dangerous or vicious to the Trainer or any other person or animal or interferes with the training of other dogs, or (b) the Client(s) breaches any term or condition of this Agreement. Upon termination in accordance with the foregoing, the Trainer's duties shall terminate but all other provisions of this Agreement shall continue in full force and effect.

**Photo/Video Release:** The Client(s) grants to the Trainer the right to take photographs of the Client(s) and/or the Client's dog, to share social media posts made by the Client(s), and to copyright, use, and publish the same in print and/or electronically. The Client(s) agrees that the Trainer may use such media of the Client(s) and/or the Client's dog with or without my name and for any lawful purpose, including, for example, such purposes as publicity, illustration, advertising, and Web content.

I consent to photo/video release

I do not consent to photo/video release

This Agreement is binding upon the Client(s). A parent or legal guardian must be a Client(s) in this agreement if any of the authorized participants are under 18 years of age. The Client(s) assumes responsibility for all liability that may be incurred by authorized participants under 18 years of age and the handler(s) of their dog(s) and hold harmless the Trainer from any such liabilities as set out in this Agreement. This Agreement supersedes all prior discussions, representations, warranties, and agreements of the parties and expresses the entire Agreement between Client(s) and Trainer regarding the matters described above. The parties confirm that, except for that which is specifically written in this Agreement, no promises, representations, or oral understandings have been made with regard to training services, the dog, or anything else. This Agreement may be amended only by a written instrument signed by both Client(s) and Trainer.

\_\_\_\_\_  
(the Client; print name)

\_\_\_\_\_  
(the Client; signature)

\_\_\_\_\_  
(the Client; print name)

\_\_\_\_\_  
(the Client; signature)

\_\_\_\_\_  
(the Trainer; print name)

\_\_\_\_\_  
(the Trainer; signature)