

Fly-n-Gun Kennels, L.L.C.
Training Agreement & Waiver of Liability



Client Information

Name _____
Address _____
City _____ State _____ Zip Code _____
Phone #1 _____ (home / work / cellular)
Phone #2 _____ (home / work / cellular)
Email _____

Dog Information

Name _____ Breed _____ DOB _____
What is your dog's sex? male / female
Is your dog spayed/neutered? yes / no If no and female, what is the date of last heat cycle? _____

Veterinarian Information

Clinic Name _____ Doctor Name _____
Location _____ Phone _____

Other General Information

How did you hear about Fly-n-Gun Kennels? _____

Client represents and warrants that the following are true and accurate statements and Client will forever indemnify Fly-n-Gun Kennels, L.L.C. its agents, employees, and owners harmless for any and all inaccuracies Client makes about the Dog (check all that apply):

- The undersigned is the only owner of Dog. If not, please include all owners on this agreement form.
- Dog has been vaccinated against rabies, DHLPPC, and bordetella and the vaccinations are current.
- Dog is in good health.
- Dog is friendly toward children and adults.
- Dog is friendly toward other dogs and other animals.
- Dog has never bitten a person.
- Dog is not gun shy.
- Dog has not been known to climb out of kennel.
- Dog has not had heat exhaustion in the past.

Is there any other information we should know about your dog? _____

Training Fee: \$125.00 per week (recommended four week minimum)
Down Payment \$ _____ (Check # _____)
Training Start Date _____

Training Information

SERVICES PROVIDED:

Fly-n-Gun Kennels, L.L.C. specializes in field obedience and upland bird dog training. Training is conducted in various natural/wildlife settings. Training is provided by Craig Steinbach ("Trainer") and/or Teri Steinbach ("Trainer"), Professional Canine Trainers and Behavior Consultants. Beyond training services, Fly-n-Gun Kennels, L.L.C. also offers: assistance with finding puppies, started puppies, and started dogs; assistance with championship titling of dogs including instruction, travel to and from events, and participation in events; general, conditioning, and bird exposure boarding services; and guided wild bird and hunting preserve hunts.

TRAINING OPTIONS:

The Jump Start Program. The jump start program is for puppies or dogs that have not yet been exposed to birds. Through this program, your dog will have exposure to birds and the gunshot. We will also focus on socialization skills. Such skills are extremely important for the development of your dog's future hunting ability. The recommended stay for your dog is four weeks.

The Field Obedience and Upland Training Program. This general training program offers everything from primary hunting obedience and extreme bird exposure to build prey drive, to instilling steadying and backing skills. We also offer lessons for the owner(s) as part of this program. Please know that we can take the training to the point of your desire. The recommended stay for your dog is initially four to six weeks.

The Conditioning Program. In early fall, dogs need to physically prepare for a hunting or trialing season in the same way that a person will train for a marathon or any other major physical activity. This program is for trained dogs. It offers conditioning opportunities through roading and field work. As part of this program you will need to choose an upland bird package. These birds will be shot over your dog as part of his/her conditioning. You determine the length of your dog's stay.

The Trained Retrieve Program. This program will help your dog with its retrieval skills. We recommend a six to ten week stay.

Note, Fly-n-Gun Kennels, L.L.C. is willing to customize a training program to meet your needs.

PAYMENT:

(Initials _____)

A down payment is due prior to the start of training. The remaining training balance will be billed on a monthly basis thereafter. Any balance remaining will be due upon pick-up of Dog. No refunds will be given unless training is cancelled by Trainer.

DANGER:

(Initials _____)

Client agrees to indemnify and hold Fly-n-Gun Kennels, L.L.C., Trainers, Training Location, and Staff harmless **from all liability** for any loss, damage, or injury to persons, animals or property arising from or related to Client, Client's pet's or other pets' activities before, during or after training. Client agrees that Location and/or Trainer shall not be liable for loss or damage to animal for any reason. Client understands that training is not without risk to Dog, Client, Client's family members or guests. The dangers may include, by way of example and not limitation, (a) animals that are difficult to control and that may bite, trip, knock down, collide, or fight, (b) the use of shot guns during the training and/or competition (c) natural and man-made hazards (e.g., wildlife, equipment, slippery surfaces, trip hazards) that may exist on training and/or competition Location, and (d) hazards associated with travel to and from training and/or competition Location.

Liability Information

For good and valuable consideration, the parties agree as follows:

1. Training: Trainer agrees to provide training of Dog. Private Lessons for Client and Dog will follow training, the goal being to teach Client how to train and work with Dog. These lessons will take place at location stated above. However, training may take place at various locations in state and out-of-state. Thus Client acknowledges that travel does pose risk to Dog.

2. Client's Duty to Assist in and Continue Training: Client understands and agrees that he and the members of his household must follow Trainer's instructions and constantly reinforce the training being given to Dog.
3. Client's Assumption of Risk: Client acknowledges that training Location, and the animals, guests, items and activities there on, pose dangers to people and animals. Such dangers include, by way of example and not limitation, (a) animals that are difficult to control and that may bite, trip, knock down, collide, or fight, (b) the use of shot guns during the training and/or competition (c) natural and man-made hazards (e.g., wildlife, equipment, slippery surfaces, or trip hazards) that may exist on training and/or competition Location, and (d) hazards associated with travel to and from training and/or competition Location. Accordingly, Client, on behalf of him/her, his/her spouse and minor children, and anyone else whom Client brings onto training Location, assumes the risk of injuries, losses, damages, costs and expenses by any means above described, and other injuries, losses, damages, costs and expenses of every possible cause and description. If Dog is injured in a dog fight or an accident, gets fleas, ticks or worms, contracts any illness or disease, is lost or stolen, or engages in any dangerous, vicious or unwanted behavior, during or after the term of this Agreement, on or off training Location, Client accepts the risk of the same and agrees that Trainer shall not be held responsible for it or any resulting injuries, illnesses, losses, damages, costs or expenses.
4. Client's Liability: If Dog causes property damage, or bites or injures any dog, animal or person (including but not limited to Trainer and his agents and employees), during or after the term of this Agreement, on or off Trainer's Premises, then Client agrees to pay all resulting losses and damages suffered or incurred by Trainer and his agents and employees, and to defend and indemnify Trainer and his agents and employees from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorneys fees.
5. Termination: At Trainer's sole election, Trainer's duties hereunder shall terminate if (a) in Trainer's sole judgment Dog is dangerous or vicious to Trainer or any other person or animal, or interferes with the training of other dogs, or (b) Client breaches any term or condition of this Agreement. Upon termination in accordance with the foregoing, Trainer's duties shall terminate but all other provisions of this Agreement shall continue in full force and effect. No refunds will be given for training under such circumstances. A pro-rated refund determined by Trainer will be given for unused training time cancelled due to reason (a). No refunds will be given for training terminated due to reason (b).
6. Legal Provisions: This Agreement is binding upon Client, the spouse of Client, and the children of Client. This Agreement supersedes all prior discussions, representations, warranties and agreements of the parties, and expresses the entire agreement between Client 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 Dog or anything else. Without limiting the generality of the foregoing, Client acknowledges that Trainer has not represented, promised, guaranteed or warranted that Dog can be trained, that Dog will never bite, that Dog will not be dangerous or vicious in the future, that Dog will not exhibit other behavioral problems, or that the training will last for any particular amount of time. This Agreement may be amended only by a written instrument signed by both Client and Trainer. Any remedy provided in this Agreement is in addition to any and all other remedies provided by law or equity. If any provision of this Agreement is invalid, void or unenforceable, they will be severed and the remaining provisions shall be given full force and effect.

I have read, understand, and agree to all terms and conditions set forth above.

PRINT NAME HERE: _____

SIGN NAME HERE: _____ **Dated:** _____