

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



Client Information (the "Client", "You", or "Your")

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

Dog Information (the "Dog")

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, Trainers (defined herein), employees, staff, members, owners, and the Location, all of whom shall be deemed to be part of the term "*Fly-n-Gun Kennels, L.L.C.*" used throughout this Agreement) and hold them harmless for any claims or damages resulting from any and all inaccuracies Client makes about the Dog (check all that apply):

- The undersigned represents all of the owners of the Dog.
- Client is fully authorized to enter into this Agreement and to contract for services regarding the Dog.
- 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? _____

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, Teri Steinbach, Professional Canine Trainers and Behavior Consultants (any one or more referred to herein as a "Trainer" or "Trainers"). 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. Additional services beyond training services and the training options outlined below, shall be billed and charged separately at rates to be established by Fly-n-Gun Kennels, L.L.C., from time to time.

TRAINING OPTIONS:

A complete listing of training options and pricing can be found at www.fly-n-gunkennels.com. Fly-n-Gun Kennels, L.L.C. is willing to customize a training program to meet your needs. Additional charges may apply.

Program Title/Description	Dog Age/Prerequisites	Recommended Minimum Stay	Price*
<u>Jump Start Program</u> : It is for puppies that have not been exposed or had little exposure to birds. Through this program, training generally focuses on proper exposure to birds and the gun shot, crate training, building prey drive and field run, preliminary point of contact establishment for future steadying work, table work which fosters willing acceptance and is the foundation for retrieval skills, and socialization skills including pack acceptance.	Pups age 2-5 months. No prior experience needed.	4 weeks	\$250 per week
<u>Puppy Development Program</u> : It is an extension of the Jump Start Program or geared toward the older pup or inexperienced dog. This program provides your dog with pre-collar foundation training. This program generally focuses on the review and continued building of the Jump Start Program skills, pre-collar foundation through lead and check cord work, retrieval desire in the field, preliminary steadying around game in the field, and running your pup with older, more experienced dogs.	Pups 6 months and older or inexperienced dogs. No prior experience needed.	4 weeks	\$250 per week
<u>Field Obedience and Collar Foundation Program</u> : This program may address everything from hunting obedience and extreme bird exposure to build prey drive, to instilling steadying and backing skills. Upon successful completion of this program your dog will gain a collar foundation. This program generally focuses on the skills described in the Puppy Development program. Keep in mind that there are levels of training within this program in terms of hunt ability. We can take the training to the point of your desire. <ul style="list-style-type: none"> ▪ Level 1, Collar Foundation...Your dog waits for your cue to hunt the field, covers the field in front of you to find game, and holds point/sit to the flush. ▪ Level 2, Taking Away the Chase...Your dog waits for your cue to hunt the field, covers the field in front of you to find game, and holds point/sit to the shot or shot/fall or shot/fall/release (your choice). ▪ Level 3, Collar Transitioning...Your dog fulfills "level 2" and you will be able to cue your dog to stand/sit still, go with you, and come to you all from the neck via e-collar. Generally, retrieval issues are also correctable at this stage. (FYI, retrieval skills are instilled throughout the process.) ▪ Backing/Honoring (instilled throughout the process)...Your dog fulfills "level 3" and honors other dogs in the field. 	Pups/dogs 12-24 months and older. Puppy Development completion suggested.	8 weeks	\$250 per week
<u>General Obedience Program</u>	n/a	4-6 weeks, depending on needs	\$250 per week
<u>Trained Retrieve Program</u> : This program will help your dog with his/her retrieval skills. The training is primarily conducted on the table and then transitioned to the field. The process we utilize is truly a bonding experience between the dog and handler. The dog and handler work face-to-face. Unforced personal contact is a vital component, as the dog needs to enjoy the process on the table in order to have a successful transition to the field for ground retrieval. (FYI, customers that have successfully completed the Puppy Development and Field Obedience & Collar Foundation have found that they do not need formal trained retrieve training since retrieval work is incorporated in the puppy and field training process.)	Dogs 24 months and older. Puppy Development and Field Obedience & Collar Foundation completion suggested.	8 weeks	\$250 per week

*Note: Pricing does not include Wisconsin state sales tax (5.5%) or the cost of birds, but does include dog training, boarding, and food, as well as owner education.

PAYMENT:

A down payment is due prior to the start of training. The remaining training balance will be billed on a monthly basis thereafter with payment due within ten (10) days of the date of such billing or invoice. Any balance remaining will be due upon pick-up of Dog. No refunds will be given unless training is cancelled by Fly-n-Gun Kennels, L.L.C. If any amounts due and payable by client are not paid when due as provided for in this agreement, client shall reimburse to Fly-n-Gun kennels, L.L.C., all actual costs of collection, including attorney fees and costs incurred by Fly-n-Gun kennels, L.L.C. in collecting amounts due and owing from client under this agreement or for otherwise enforcing the terms of this agreement.

DANGER:

Client agrees to indemnify and hold Fly-n-Gun Kennels, L.L.C. harmless **from all liability** for any loss, damage, or injury to persons, animals or property arising from or related to Client, the Dog or other animal's activities before, during or after training. Client agrees that Fly-n-Gun Kennels, L.L.C. shall not be liable for loss or damage to the Dog for any reason. Client understands that training is not without risk to Dog, Client, Client's family members, invitees, 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; (d) hazards associated with travel to and from training and/or competition Location; and (e) injury or death of the Dog.

Liability Information

For good and valuable consideration, the parties agree to all of the foregoing terms of this Agreement, and to the following additional terms and conditions:

- Training:** Fly-n-Gun Kennels, L.L.C. 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, at Fly-n-Gun Kennels, L.L.C.'s sole and absolute discretion. Thus, Client acknowledges that travel may occur and that this may pose risk to the Dog.
- Client's Duty to Assist in and Continue Training:** Client understands and agrees that s/he and any family members, guests or invitees must follow Fly-n-Gun Kennels, L.L.C.'s instructions and constantly reinforce the training being given to Dog.
- 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; (d) hazards associated with travel to and from training and/or competition Location; and (e) injury or death of the Dog. Accordingly, Client, on behalf of him/her, his/her family, guests and invitees, 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 or dies 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 Fly-n-Gun Kennels, L.L.C. shall not be held responsible for it or any resulting injuries, illnesses, losses, damages, costs or expenses whatsoever.
- Client's Liability:** If Client, its family, guests or invitees, or the Dog causes property damage, or bites or injures any dog, animal or person (including but not limited to individuals of Fly-n-Gun Kennels, L.L.C.), during or after the term of this Agreement, on or off Premises, then Client agrees to pay all resulting losses and damages suffered or incurred by Fly-n-Gun Kennels, L.L.C., and to defend and indemnify Fly-n-Gun Kennels, L.L.C. from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorneys fees.
- Termination:** At Fly-n-Gun Kennel, L.L.C.'s sole election, Fly-n-Gun Kennel, L.L.C.'s duties hereunder shall terminate if (a) in Fly-n-Gun Kennel, L.L.C.'s sole judgment Dog is dangerous or vicious to any individual of Fly-n-Gun Kennel, L.L.C. 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, Fly-n-Gun Kennel, L.L.C.'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 Fly-n-Gun Kennel, L.L.C. will be given for unused training time cancelled due to reason (a). No refunds will be given for training terminated due to reason (b). Notwithstanding the foregoing, Fly-n-Gun Kennels, L.L.C. reserves the right to refuse to provide goods and/or services to Client, at any time and from time to time, at its sole discretion.
- Bad Checks:** Any checks returned or not honored will result in the Client's account being restored to the full original sum owed, plus applicable interest. All actual out-of-pocket bank and other administrative charges incurred by Fly-n-Gun Kennels, L.L.C. as a result of such failed payment shall be paid for by the Client and applied to the Client's account. In addition, a \$25.00 charge will be assessed for each returned or dishonored check. Full payment is then immediately due and payable.
- Veterinary Care:** The Client hereby authorizes Fly-n-Gun Kennels, L.L.C. to seek veterinary or other care of the Dog, in a manner and at a location to be selected by Fly-n-Gun Kennels, L.L.C., in their sole and absolute discretion. Client shall be solely responsible for the cost of any such veterinary care or treatment incurred on-behalf of the Dog. Fly-n-Gun Kennels, L.L.C. shall not be liable to the Client for decisions it makes regarding obtaining or not obtaining veterinary care or treatment.
- Personal Guarantee:** If the Client is an LLC, Corporation, LLP or other entity, then the individuals signing this Agreement hereby agree to, jointly and severally as applicable, personally guarantee the payment and collection of all fees and costs payable under this Agreement, on behalf of said entity.
- NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, FLY-N-GUN KENNELS, L.L.C. SHALL NOT BE LIABLE TO THE CLIENT FOR ANY DAMAGES INCURRED BY THE CLIENT WHICH ARE SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OF ANY KIND OR NATURE, AS A RESULT OF ANY GOODS OR SERVICES PROVIDED TO CLIENT BY FLY-N-GUN KENNELS, L.L.C. CLIENT HEREBY EXPRESSLY WAIVES CLIENT'S RIGHTS AGAINST FLY-N-GUN KENNELS, L.L.C. FOR SUCH SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. CLIENT'S SOLE REMEDY SHALL BE FOR THE RECOVERY OF ACTUAL DAMAGES INCURRED AS A RESULT OF GOODS OR SERVICES PROVIDED TO CLIENT BY FLY-N-GUN KENNELS, L.L.C., FROM TIME TO TIME, SUBJECT TO PARAGRAPH 10 BELOW AND THE OTHER TERMS AND RESTRICTIONS OF THIS AGREEMENT.
- NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, LIABILITY OF FLY-N-GUN KENNELS, L.L.C. UNDER THIS AGREEMENT TO THE CLIENT FOR ACTUAL DAMAGES IS LIMITED TO AND SHALL NEVER EXCEED THE ACTUAL DOLLAR AMOUNTS PAID BY CLIENT TO FLY-N-GUN KENNELS, L.L.C. FOR A PARTICULAR GOOD AND/OR SERVICE CAUSING ACTUAL DAMAGES.
- New Policies:** Fly-n-Gun Kennels, L.L.C. reserves the right to adopt new and additional policies (including pricing policies) and procedures, from time to time, without the prior written permission of the Client.
- Miscellaneous:** Fly-n-Gun Kennels, L.L.C. is a limited liability company organized under the State of Wisconsin. The provisions of this Agreement shall bind the parties mutually and their respective heirs, executors, administrators, legal representatives, successors and assigns, as applicable. This Agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin. The circuit court of Taylor County, and appeals courts governing said county circuit court, shall have sole jurisdiction of all matters relating to this Agreement. This Agreement supersedes all prior discussions, representations, warranties and agreements of the parties, and expresses the entire agreement between Client and Fly-n-Gun Kennels, L.L.C. regarding the matters described above. This Agreement may be amended only by a written instrument signed by Client and Fly-n-Gun Kennels, L.L.C. 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, it will be severed and the remaining provisions shall be given full force and effect. A waiver by Fly-n-Gun Kennels, L.L.C. of a breach of any provision of this Agreement by the Client shall not be deemed to waive any subsequent breach.
- NO WARRANTY:** 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 Fly-n-Gun Kennels, L.L.C. 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.

CLIENT HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS AND CONDITIONS SET FORTH IN THIS THREE-PAGE AGREEMENT.

PRINT NAME HERE: _____

SIGN NAME HERE: _____

Dated: _____