



RELEASE AND WAIVER

TERMS AND CONDITIONS OF ENTRY/PARTICIPATION IMPORTANT – THIS IS A CONTRACTUAL DOCUMENT AND SIGNING THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS AND RESPONSIBILITIES. Awesome Paws is committed to maintaining safe training facilities and providing a safe training experience.

The undersigned who is a spectator or participant in dog training/competition activities conducted by Awesome Paws ABN number 28 383 062 203 including but not limited to agility training, dog grooming and obedience training, in consideration of use of facilities and the right to view or participate in dog training/competition activities covenants and agrees as follows:

GENERAL RELEASE: The undersigned hereby releases and waives any claims that the undersigned its heirs, successors, legal representatives assigns or estate may now or hereafter have against the dog training facility, dog training activity sponsor(s), Awesome Paws, the owners of the property John and Geraldine Kisielnicki, of 45 Carramar Rd Cranbourne Sth, their administrators, directors, agents, officers, members, volunteers, other participants, instructors or assigns from and against any and all liabilities, losses, damages, costs or expenses of whatever kind or nature, including legal fees and indirect or consequential losses and damages (“Loss”), which the undersigned, children within their control or their dog or property may incur as a result of the undersigned’s activities (including the activities of children within their control or their dog) undertaken at said facility or participation in activities carried on by Awesome Paws wherever such activities occur, including, without limitation, personal injury and damages thereof including loss of income, earnings, bodily injury, pain and suffering, emotional or mental distress and any and all medical expenses regardless of whether or not the loss resulted from the negligence or willful misconduct of Awesome Paws and associates. The undersigned also agrees to assume sole responsibility for injury or damage caused by the undersigned, children in the undersigned’s charge, or by the dog owned or handled by the undersigned during participation in Awesome Paws classes, events and activities and further agrees to indemnify, defend, and hold Awesome Paws harmless from any Loss caused or contributed to by the undersigned, children in the undersigned’s charge or control, or the dog the undersigned owns or handles.

ASSUMPTION OF RISK. The undersigned acknowledges and understands that dog training activities involve inherent potential risk of personal injury and death to the undersigned or children within their charge and injury or death to personal property including dogs which may result from the undersigned’s voluntary participation in dog training activities. Such injuries may be caused by other participants or their children, spectators, other participants’ dogs, the undersigned, facility conditions including, but not limited to, the use of equipment, uneven or damaged terrain, the presence of moisture or mud, obstacles and obstructions upon or under the terrain and other natural or man-made conditions which may be hazardous to the undersigned, children in their charge or their dog or create hazards to the undersigned’s activities. The undersigned acknowledges that dogs are unpredictable and assumes all risk of injury or death and/or damage to the undersigned, children within their charge and their property including dogs which may result from any reason whatsoever relating to training with Awesome Paws.

Initial _____



STATEMENT OF BEHAVIOUR: I hereby agree to abide by the rules of Awesome Paws, including those outlined in any Workshop/Seminar/Class Out-line and Booking Form, and agree that no dog shall be physically or verbally reprimanded while engaged in any activity sponsored by or affiliated with Awesome Paws, or while participating in training with Awesome Paws wherever that training occurs (with the exception of dogs committing acts of aggression towards people or other dogs or where such action is reasonably necessary for the safety or protection of any person, property or other dog).

I warrant that my dog(s) is/are not aggressive towards people or other dogs and that I understand I alone am responsible for the behavior of my dog(s), that any dog, which is out of control, creates an unnecessary disturbance or engages in unsafe or disruptive behavior, may at the discretion of Awesome Paws be expelled from the event grounds. I agree to only participate in training with my dog(s) if my dog(s) and I are in good health and my dog(s) is/are current on all vaccinations and health examinations. I agree to indemnify Awesome Paws for any Loss that results in any way from a breach of this warranty. I will supervise, at all times, any children under 18 years of age accompanying me. I will also comply with all reasonable instructions/directions by Awesome Paws. I further understand that any violation of this agreement could lead to the immediate termination of my involvement in the event or activity (including being asked to leave the premises) without refund of any monies paid for that event or activity.

CANCELLATION POLICY If you wish to cancel your booking, notice of cancellation will be accepted by Awesome Paws at any time. 50% of the total fees already paid (in advance) by you will be refunded. If we cancel your workshop position, you will receive a full refund of balance of fees paid in advance, provided we can find a suitable replacement, otherwise we will refund 50% of the total fees paid in advance by you.

If Awesome Paws needs to cancel the workshop/class you will be offered a refund, in full, for any amounts already paid to Awesome Paws. If, after the scheduled start date of the workshop/class series, the advertised workshop(s)/class(es) cannot be held due to circumstances beyond Awesome Paws reasonable control, Awesome Paws will attempt to reschedule the workshop/class to a mutually convenient time and/or venue or, In any event, a refund (in full or part) will be at the complete discretion of Awesome Paws.

Trainer's / Owner's name (print) _____

Trainer's / Owner's Signature _____

Date: _____

If handler is under 18 years of age, a parent or legal guardian's signature is required.

Parent or Guardian's Signature: _____

Date: _____