

# dances with dogs

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## Day School for Pups

419 Ocean St., So. Portland ME 04106  
(207) 632-1863 danceswithdogs@maine.rr.com

### Waiver of Liability and Hold Harmless Agreement

1. In consideration for receipt of canine training and socialization during operating hours of *Dances with Dogs Day School for Pups*, (hereinafter "the Program") I, \_\_\_\_\_ as owner of \_\_\_\_\_, (hereinafter "client") hereby **release, waive, discharge and covenant not to sue** Julie Bernier, the Program, or any related party to the Program, its officers, agents, servants or employees (hereinafter "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me, my canine, or any property belonging to me, **regardless of whether caused by the negligence of the Releasees** or otherwise, while attending the Program, on the premises of the Program and/or utilizing training tools, on the Program's property or not.

\_\_\_\_\_ (initial on line)

2. Because canine behavior is unpredictable, clients agree that Julie Bernier and the Program cannot and will not be held responsible for any behaviors exhibited by Clients and their dog(s). Julie Bernier and the Program strive to achieve the goals of the Client, but results are dependent on the particular dog, how well the Client follows instructions, and how often the Client practices exercises and training tools with their dog.

\_\_\_\_\_ (initial on line)

3. I further hereby agree to **indemnify and hold harmless** the Releasees from any loss, liability, damage or costs, including court costs and attorneys fees, that I may incur due to my participation in the activities of the Program, **regardless of whether caused by negligence of Releasees** or otherwise.

\_\_\_\_\_ (initial on line)

4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a

**release, waiver, discharge and covenant not to sue** the above-named Releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Maine.

\_\_\_\_\_ (initial on line)

5. In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand its contents, and sign it voluntarily as my own free act and deed; that no oral representations, statements or inducements, apart from the foregoing written agreement have been made; that I am at least eighteen (18) years of age and fully competent; and that I execute this release for full, adequate and complete consideration, fully intending to be bound by same.

**In witness whereof**, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**Client: (sign)** \_\_\_\_\_

**(Print name)** \_\_\_\_\_

**Witness:** \_\_\_\_\_