

Client Agreement and Waiver of Liability for in-home training



Welcome to the Mindful Mutts Family!

How did you hear about us? _____

I do hereby waive and release Mindful Mutts LLC from any and all liabilities of any nature for the actions of myself and/or my dog(s), except those arising from gross negligence or willful misconduct on the part of Mindful Mutts. Mindful Mutts agrees to provide all services in a kind, humane, reliable, and trustworthy manner. Client agrees to notify Mindful Mutts of any concerns within 24 hours of their return from our care, if applicable.

I understand that Mindful Mutts may terminate this Contract if my dog becomes a threat to the safety or health of Mindful Mutts employees or the community due to aggressive behavior. Mindful Mutts will contact client if their dog(s) displays aggressive behaviors or tendencies. Mindful Mutts is required to report any bite incidences to the authorities. I acknowledge that I am responsible for medical expenses and damages resulting from an injury to a Mindful Mutts staff member or other person or animal caused by my dog(s). Mindful Mutts reserves the right to refuse service to any client, at any time, for any reason. I attest that I/we agree to the above statements. If anything changes with my pet or pets behavior, I will inform Mindful Mutts before the next service is scheduled.

DOG(S) PRINTED NAME: _____

CLIENTS PRINTED NAME: _____

ADDRESS: _____

PRIMARY PHONE: _____

EMERGENCY PHONE: _____

EMAIL: _____

Veterinarian and Dog Health Care

Owner agrees to pay all costs and charges for all veterinary costs for the dog(s) during the time period that the dog(s) is enrolled with Mindful Mutts. If the dog(s) becomes ill, the owner shall be notified as soon as possible if dog is in the possession of Mindful Mutts. If the Owner does not inform Mindful Mutts immediately regarding the measures to be taken, or if the state of the dogs health reasonably demands quick action, Mindful Mutts shall have the right to call a veterinarian chosen by Mindful Mutts or take the dog(s) to said veterinarian in either case; and such expenses, being reasonable in amount shall be paid promptly by the Owner of the dog(s).

In Case of an Emergency (please select one option)

___ Should any medical condition arise for any pet/service dog (owned by the client) while receiving training, including non-life and life threatening situations, and neither the emergency contact or I can be reached, it is agreed that Mindful Mutts or its selected agent can and will make any needed decision concerning medical treatment at my designated veterinarian or if my vet is unavailable, at the veterinarian of Mindful Mutts choice up to \$ _____ amount. This includes, but is not limited to, urine tests, fecal tests, x-rays, etc. **We will continue to try and reach the emergency contact numbers in case of a non-life threatening situation as well.*

Name of preferred veterinarian: _____

Address: _____

Phone number: _____

___ Should any medical condition arise, ***DO NOT TAKE ANY ACTION*** until specific authorization is given regardless of the situation. **Please keep in mind that we cannot help your dog in the event of an emergency if you select this option.*

Payment for services provided

Owner agrees to pay the listed rates on Mindful Mutts website unless otherwise agreed upon in writing and listed in this contract.

Payment Plans for approved clients

Start date: _____ End date: _____ Payment amount \$ _____

I, _____, acknowledge and accept these payment terms as discussed and agreed upon prior to signing this contract. Any default in payment terms may result in collection action, with any and all costs associated with collections being the sole responsibility of the client listed in this contract, without exception. This may include, but is not limited to, attorney fees, filing fees, wages due to missed work, or any other costs incurred during the recovery process.

Client signature: _____ Date: _____

Printed Name: _____

Photographs

Photographs or video footage may be taken of the dog(s) that are using any of the services provided by Mindful Mutts. The client gives permission for any resulting photographs or video of the Owners dog(s) to be used for advertising or educational material, understanding that the resulting photographs or videos are the sole property of Mindful Mutts. See section

By signing this contract Owner certifies to the accuracy of all information given about the dog(s) in this Contract, and represents that; all pertinent information about the dog(s) health and behavior have been disclosed in the Contract, all dog(s)' vaccinations are current, the dog(s) is free from and has not been exposed to rabies or any contagious illness or parasite within the last 30 days prior to beginning training with Mindful Mutts, and that Owners dog(s) has no illness or behavior problem (this includes aggressive or biting behavior) that has not been disclosed to Mindful Mutts in writing in this Contract. Owner agrees to indemnify and hold Mindful Mutts harmless, from and against all loss, damages, or other expenses, including attorney's fees resulting from misrepresentations by Owner or Owner's agents, or resulting from Owners dog(s) stay including, without limitation, any person claiming to be the Owner of the Owner's dog(s) and any person claiming damage or injury by Owner's dog(s).

By signing this Contract, Owner certifies to the accuracy of all information given about said dog(s) on this Contract and is the sole owner of the dog(s), free and clear of all liens and encumbrances. (Keep a copy of this contract for your records).

I have read and agree to the terms:

Printed Name of dog(s) owner: _____

Signature of Dog(s) Owner: _____ Date: _____

Behavior/Health Information

General Pet Information

Pets Name: _____

Neutered/Spayed ?

Yes

No

Current Rabies/ Vaccinations? (Documentation Required)

Yes

No

Breed: _____

Weight: _____

Age: _____

Behavioral Issues/Advisories (Check all that apply)

People Aggressive

Dog Aggressive

Skittish/Shy

Not comfortable with nail trimming

Anxiety in Crate

Other (Please Explain) _____

Medical/Health Issues (Check all that apply)

Chronic Ear Infections

Skin Allergies

Other (Please Explain) _____

Mindful Mutts LLC's (herein referred to as Mindful Mutts) goal is to make your pets experience with us as pleasant as possible. We do everything we can to make them comfortable, as well as report any abnormalities or issues during their time with us. If you are not satisfied with a service, we will make a reasonable attempt to rectify it.

Please read and initial each section listed below

_____ **1. Health and Behavior of Pet**:** I agree and understand that Mindful Mutts LLC has relied upon my representation that my pet is in good health, has not injured or has shown aggressive behavior towards any person or animal and is current on all vaccinations. ** Discussion of aggressive behaviors are required prior to starting any services and listed in this contract.

_____ **2. Aggressive Pets/Parasites:** Mindful Mutts reserves the right to refuse service or to stop any service if your pet poses a threat to themselves, other pets, or staff, regardless of whether it's an aggression, health, or a parasite problem.

_____ **3. Owner Responsibility:** The owner agrees to be solely responsible and liable for any and all acts of behavior of their pet. This may include, but is not limited to, injury or death to pet, injury or death to another pet(s), or injury or death to a staff member or any member of the public. Medical treatment expenses required by staff, the public, or for another pet is the sole responsibility of the pet owner.

_____ **4. Matted hair on pet:** Owner is aware that if the pet's fur is matted, your pet may not be able to tolerate being brushed prior to bathing as part of training. Brushing with this condition can be painful and cause significant anxiety. In the event this is the case, taking the dog to a groomer for an evaluation of grooming options will be recommended. Owner will be contacted prior to outside services being used.

_____ **5. Kennels:** I agree and understand that my pet may be placed in a kennel.

_____ **6. General risks:** While every care is taken while your pet is with us, training always carries an inherent risk, which may include, but is not limited to, stress, anxiety, or exposing or agitating other conditions, whether known or unknown. Owner agrees not to hold Mindful Mutts responsible for any injuries which may result from training.

_____ **7. Aging and special needs:** Owner is aware that advanced age pets, and special needs pets may encounter more stress during activities, both physically and mentally. These activities may activate latent, unknown, active, or inactive conditions to arise, including, but not limited to heart, kidney, liver, arthritis, or joint/bone conditions, which may result in illness, seizures, or death of the pet. Owner agrees not to hold Mindful Mutts responsible for reactions to washing or caring for your pet.

_____ **8. Skin irregularities:** Any skin irregularity that protrudes from the skin is susceptible to getting caught while brushing fur, which may result in bruising, nicks, or cuts. Owner agrees not to hold Mindful Mutts responsible for reactions to washing or brushing.

_____ **10. Cancellation and no show:** I understand that if I cancel my scheduled appointment with **less than 2 hours notice**, Mindful Mutts staff, at their discretion, may advise you that you cannot make another appointment until the full cost is recovered for the missed appointment.

_____ 11. **Fee Collection:** Fees are due at the time of service unless otherwise specified in this contract listed under "Payment Plans for approved clients". If for any reason all fees and charges are not paid, and it is necessary to pursue collection through civil action, owner agrees to pay all costs and expenses associated with any collection actions.

_____ 12. **Deceased Pet:** I agree and understand that should my pet pass away while in the care of Mindful Mutts, Mindful Mutts will make reasonable efforts to contact me to recover my pet. If unable to contact me, Mindful Mutts agrees to take my pet to my preferred veterinarian if possible, or to a veterinarian of Mindful Mutts choosing to be recovered by owner upon notification.

_____ 13. **Release of Liability:** I agree, understand, and hereby release Jason Witts and Mindful Mutts LLC of any and all liabilities, financial or otherwise. This includes, but is not limited to any injury, death, sickness, or damage the dog may suffer after or during training. I also agree to indemnify and hold harmless Jason Witts and Mindful Mutts LLC from any and all claims due to damage the dog may cause to any family members of any third parties after training.

Client Signature: _____ **Date:** _____