



Gem City Dog Obedience Club, Inc.

Waiver of Claims, Assumption of Risk, and Acceptance of Financial Responsibility Agreement

We/I, the undersigned, hereby acknowledge we/I have voluntarily taken a class or applied for membership, which may include dog owner/handler training or related services, or access to partially improved real property owned by Gem City Dog Obedience Club, Inc. We/I understand and recognize that the Gem City Dog Obedience Club, Inc., is an **all-volunteer, non-profit community service organization** of individual dog owners dedicated to helping other dog owners learn about responsible dog ownership and canine good citizenship. We/I further understand and recognize that the Gem City Dog Obedience Club, Inc., is not, and does not purport to be, an organization of “professional” dog trainers, and that the instructors supplied are strictly amateur, unpaid volunteers, and are not professionals in the field of dog training, or in the field of real property improvement or maintenance. We/I further understand that real property owned or used by said Gem City Dog Obedience Club, Inc., is maintained on an all-volunteer basis, and does not purport to be free from hazards.

We/I understand that use of said Club’s property, as well as participation in dog owner/handler training, or related classes, will necessarily expose the participants to certain risks. We/I understand that there are hazards on the said property, including, but not limited to, uneven and irregular terrain. We/I also understand that wildlife may inhabit said property, that the wildlife may carry rabies or other diseases, and that there may be several wild life holes, tunnels, dens, and excavations, including, but not limited to, ground hog burrows. We/I am aware of the existence of these hazards.

We/I fully understand these risks include, but are not limited to, the following representative examples, which are not intended to be all-inclusive: the risks of being bitten, clawed or tripped by either a wild animal, or a feral or domesticated dog, on said property, or of tripping or falling into a wild life excavation, burrow, tunnel, den, or hole; the risk of encountering vegetation which may stimulate an allergic reaction, e.g., poison oak or poison ivy; the risks of the owner/handler being bitten, scratched, soiled, tripped, yanked, jerked, attacked, frightened, or otherwise injured by wildlife, or by other dogs on the property or in the classes, or by the owner/handler’s own dog; the risks of tripping over or slipping upon the ground or floor matting, dogs, or dog-training related objects, or slipping on dog drool or dog solid or liquid waste matter, or colliding with dogs, other human participants, dog training props, dog jumps, dog obstacles, dog gating or building parts, including, but not limited to, walls, doors, and support beams.

We/I are/am fully aware that such risks exist, and voluntarily, freely, and knowingly assume all such risks, whether or not specifically enumerated above.

In partial consideration of the opportunity to use the said Club’s property for dog owner/handler training classes or any other Gem City Dog Obedience Club, Inc., activities, or events or other Club or dog-related purposes, including socialization with other Members, we/I hereby agree that we/I, our/my heirs, distributees, guardians, legal representatives, and assigns will not initiate a claim or legal action against, or otherwise, sue, or attach the property of, the Gem City Dog Obedience Club, Inc., or its Officers, Directors, Instructors, or Members, for any injuries, deaths, or property damage, suffered as a result of use of said property or participation in such classes, activities, or events within the scope of the risks herewith voluntarily and knowingly assumed. This agreement includes, but is not limited to, our voluntary waiver of any and all claims, suits, or causes of action based on the aforesaid risks herein voluntarily assumed.

We/I hereby release the Gem City Dog Obedience Club, Inc. from all responsibility in case of injury, death, loss or damage to ourselves/myself or our/my dog or dogs or any property which may be incurred on the Club's property, or during, before or after training sessions or any other Gem City Dog Obedience Club, Inc., sponsored classes, events, activities, or any other functions, when caused by other class, activity, event, or other function participants or their dogs, or by our/my own dog(s). We/I will not hold the Gem City Dog Obedience Club, Inc., legally or financially responsible in any such matter. Further, in recognition of the all-volunteer, non-profit, amateur status of the Gem City Dog Obedience Club, Inc., we/I hereby agree we/I will not hold the Gem City Dog Obedience Club, Inc., to the same standard of care as may be required under the laws of the State of Ohio for professional dog trainers or real property developers.

Should we/I personally, or our/my dog or dogs, or our/my minor children, be the cause of any injuries, death, loss, or damage to persons using the Club's said land, or attending, viewing, or instructing the Gem City Dog Obedience Club, Inc., training sessions or

any other Gem City Dog Obedience Club, Inc., sponsored activities or events, or to any property owned or leased by the Gem City Dog Obedience Club, Inc. ***we/I will accept full responsibility under the laws of the State of Ohio, and shall promptly and fully compensate any and all victims of such injuries, deaths, losses, or other damages to the full extent provided by the laws of the State of Ohio.***

We/I further agree to save, defend, and hold harmless the Gem City Dog Obedience Club, Inc., and its Officers, Directors, Instructors, and Members, from any claims, suits, or other actions resulting from the damages, losses, injuries, or death caused by our/my dogs, or us/me personally, or our/my minor children. We/I further agree that, should it be necessary for the Gem City Dog Obedience Club, Inc., or its Officers, Directors, Instructors, or Members, to sue or take other legal actions in order to enforce this agreement, that we/I agree to pay all reasonable legal fees, court costs, and related costs necessitated by such enforcement action.

We/I understand that no warranties are made with respect to condition or use of the said Club's property, and that the Club's training classes do not guarantee the performance or behavior of the dogs under any circumstances and are offered strictly as guidelines in order to provide a community service.

To minimize risks to myself, my dog or dogs and others we/I agree to keep our/my dog or dogs under control at all times.

We/I understand that, as a result of our voluntary assumption of risk and release of liability waivers set forth above, that any injuries, deaths, losses, or damages to ourselves/myself, our/my dog or dogs and personal property caused by wildlife or land conditions, or by another dog, or our/my own dog, shall be solely the responsibility of that dog's owner(s) and/or handler(s), and not the Gem City Dog Obedience Club, Inc., or its Officers, Directors, Instructors, or Members.

It is our/my intent that, regardless of my state of residence, the laws of the State of Ohio shall govern this agreement, which I intend to be legally binding. **We/I agree and intend that, should any portion of this agreement be, for any reason, deemed legally unenforceable or void under the laws of the State of Ohio, the remaining portions shall nevertheless be accorded full force and effect.**

We/I hereby warrant and certify that our/my dog or dogs to use or come up the said property, or to be enrolled in training or other activities of the Gem City Dog Obedience Club, Inc., are currently, and **will be kept, fully compliant with rabies and other vaccinations required** by my county of residence and the State of Ohio, and my county and state of residence, if not Ohio.

We/I agree to report immediately to the Gem City Dog Obedience Club, Inc., through its designated Registrars, Instructors, or Directors of Obedience, Agility, Conformation, or Board Members, any incident or information which may reasonably indicate our/my dog may pose a threat to the safety of humans or other dogs.

We/I further agree that we/I will not engage in any form of attack dog training on any premises owned, leased, controlled, or used by the Gem City Dog Obedience Club, Inc.

We/I have carefully read this waiver of claims, assumption of risk, and acceptance of financial responsibility agreement, and fully understand its contents.

All four lines must be completed

Student or Member name (please print): _____

Complete address(s): _____

Phone number(s): _____

_____E-Mail: _____

Signature of Student or Member: _____

Other Household Member(s) - required if applicable

Printed name of additional Member(s): _____

Signature of additional Member(s): _____

Release for Junior Student or Member(s) - required if applicable

Signature of parent or guardian of Junior Student or Member(s) (if under the age of 18): _____

Gem City Dog Obedience Club

1654 Springfield St., Dayton, OH 45431 / 937-258-8493

Handler/Dog Profile

Date: _____

Handler's Name: _____

Phone Nr: _____

Address: _____ City: _____ St: _____ Zip: _____

Dog's Name: _____ Breed: _____ Gender: _____ Date of birth: _____

Neutered/spayed? _____ Is your dog registered with AKC? _____ UKC? _____ Other? _____

Veterinarian's Name / Phone Nr.: _____

A copy of your dog's shot record must be attached.

Where/from whom did you acquire your dog? _____

What things have you trained your dog to do? _____

Describe the type of behavior you expect from a good dog. _____

Describe your expectations from training at GCDOC. _____

Do you have any special obedience problems you would like help with? _____

Do you or your dog have any physical limitations that may affect the training? _____ If so, please explain: _____

Has your dog ever growled at, snapped at or bitten another dog or person? _____ Is so, please explain: _____

Have you taken an obedience class before? _____ If so, when? _____ Where? _____

How did you hear about Gem City Dog Obedience Club? _____

Gem City Dog Obedience Club, Inc.

Helpful Hints As You Train Your Dog

Feeding

On the day of your class, we recommend you do not feed your dog the evening meal until after class. This will help prevent accidents during class. You may bring treats to use during training class.

Exercise

If possible, exercise your dog before coming to class. This releases excess energy and helps avoid the tendency to bark, steadies the nervous system and puts your dog in the best condition for training.

Relief

Plan to arrive at the training facility a few minutes early and give your dog plenty of time to relieve himself prior to entering the building. We have a grass area along the side of our building for this purpose. To reach this area, walk through the large gate at the back of the small parking lot and you will see it immediately on your left. As a courtesy to others, please bring a small plastic bag to pick up after your dog. There is a trash container available for disposal.

Children, Family Members and Friends

It is permissible to bring children, however, they must sit quietly in one place during the entire training session. Please caution children not to pet anyone else's dog without asking permission owner/handler. This is for their own safety. It is permissible to bring family members and friends but they too, should follow these rules.

Training Attire

Wear comfortable clothing to class and when training your dog at home. It is recommended you wear shoes with non-skid soles, (e.g., gym shoes). No high heels and no dangling jewelry.

Training Equipment

You must provide your own basic training equipment consisting of a properly fitted collar and a leash. Flat collars may be used for small puppies but slip collars are recommended for all other dogs. The leash should be no more than six feet long. Treats may be used to reinforce good behavior and may stimulate the dog to perform as you command. Never treat your dog for bad or undesirable behavior. A treat bag, fannie pack, apron, etc. should be worn to keep both hands free yet keep the treats easily accessible.

Training Class

KEEP IN MIND THIS CLASS IS NOT ORGANIZED TO TRAIN YOUR DOG – IT IS ORGANIZED TO TEACH YOU TO TRAIN YOUR DOG AT HOME. At least 10 to 20 minutes of training every day is required to keep up with the progress of the other dogs and prepare your dog for the next week's exercises. This training method is made up of building blocks and the foundation must be laid each week. If you are not prepared for the minimum training time at home, 5 to 6 times a week, please wait until you can devote the necessary time.

You must make up your mind to be patient with your dog; it is the greatest asset of a good trainer. You must also be kind, but firm with your dog. You must be consistent so as not to confuse your dog.

Be punctual for class each week. There is a lot of information to cover and we must start on time. If for any reason you do not understand instructions, please do not leave the session until you do understand. Stay a minute after class and ASK the instructor. You cannot do your homework if you do not understand. If you know in advance you will have to miss a class, inform your instructor.