

BLUE VELOCITY KENNEL LLC RELEASE OF LIABILITY AGREEMENT

ASSUMPTION OF RISK

I, the undersigned (“me” or Participant”), acknowledge that dogs are animals with their own will and drives, and therefore, regardless of training, handling, or environmental circumstance, Blue Velocity Kennels LLC (“Blue Velocity Kennels” or “Blue Velocity”) cannot protect against every potential injury, risk or accident to me, to other persons or dogs participating in the services provided or on the property where the service is taking place. These may include dog attacks, dog bites and the responsive actions and complications that arise from them, and I understand and acknowledge that such risks are inherent and cannot be eliminated. I acknowledge that I am voluntarily participating in the services provided by Blue Velocity with knowledge of the potential dangers.

I represent that I am the owner or guardian of the dog(s) identified in this Agreement, and agree to be completely honest about my dog's behavior, health and any other relevant information. I agree to be available by phone, text, and/or email in the event that Blue Velocity may need to contact me, for any reason.

I certify that my veterinarian has examined my dog and agrees that my dog is healthy and in condition to participate in the services provided by Blue Velocity. I certify that my dog has been examined, treated, and fully vaccinated to the extent recommended by my veterinarian, and that all aforementioned is current. I have documentation thereof and will provide Blue Velocity with all relevant information prior to the service being provided.

I understand that my dog may experience the following under the care or direction of Blue Velocity:

- Though carefully supervised, I understand that my dog may obtain minor cuts, nicks, scratches and/or abrasions, self-inflicted or otherwise, as my dog interacts with, socializes with, or plays with other dogs, and/or in crates, at Blue Velocity’s facilities or at outside training areas.
- I understand that my dog that are boarded may go through a short, sometimes stressful period when adapting to a new environment different from its home. I understand that it is possible that my dog may not continue their regular eating habits despite appropriate care by Blue Velocity, or may have differing bowel habits when they return home as a result. I understand that my dog shall be observed daily and that I will be notified if food needs to be increased, more food is needed, or if there is anything else that needs my immediate attention.
- I understand that a variety of training equipment may be used during training, including but not limited to flat collars, slip leads, long leads, short leashes, tug

toys, or clickers. I understand that use of training equipment will be discussed with me prior to use.

- I understand that my dog may be around dogs of all ages or in areas exposed to dogs of all ages during services provided. I understand that if my dog has not been fully and properly vaccinated or has otherwise not developed immunity to common illnesses, my dog may fall ill.

I agree to be honest about any human and/or dog-directed aggression my dog may have shown, no matter how mild it may seem. I certify that my dog does not and has never displayed any human and/or dog aggression such as growling, snarling, baring teeth, lunging, charging, snapping, mouthing, biting or attempting to bite, staring, raised hackles, or rigid body posture directed toward humans and/or dogs, and/or severe separation anxiety. I understand that dogs who growl, snarl, bare teeth, lunge, charge, snap, bite or attempt to bite, raise their hackles, etc. toward trainers, other humans or other dogs may be removed from the program, and if boarded, sent home immediately at the owner's expense. Services may not be transferred to another dog. I shall be fully responsible for any loss, harm, damage, claim, injury (including death) or accident to my person or property, my dog(s), and any other persons accompanying me at the dog training, including any minor children, as well as to Blue Velocity, its facilities or personnel, and any other people, properties, animals, or other persons accompanying other participants arising out of or related to undisclosed human or dog aggression.

I agree to be honest about my dog's health and/or vaccination history and disclose any known illness my dog may have. I certify that my dog is not pregnant and is free of any infectious disease, internal and external parasites, contagious respiratory problems, and skin disorders. I agree to notify Blue Velocity of any allergies or sensitivities, including but not limited to types of foods, metal, plants, or other substances. I agree to notify Blue Velocity of my dog's health status regarding their spay, neuter or if they are intact, and if applicable, their heat cycle. I understand that if my dog goes into heat during any services provided by Blue Velocity, training may be paused by Blue Velocity, to resume after my dog is no longer in heat. Services may not be transferred to another dog. I shall be fully responsible for any loss, harm, damage, claim, injury (including death) or accident to my person or property, my dog(s), and any other persons accompanying me at the dog training, including any minor children, as well as to Blue Velocity, its facilities or personnel, and any other people, properties, animals, or other persons accompanying other participants arising out of or related to undisclosed illness, health issues, or health status.

RELEASE OF LIABILITY

I understand that the services provided are not without risk to me, members of my family or my dog. I agree that in the event of injury to me, my family, my dog(s), or my personal property, and in consideration for being permitted to participate in dog training and/or

boarding services provided by Blue Velocity, and/or to use any of Blue Velocity's facilities in connection with dog training, I, for myself, and my heirs, next of kin, executors, and personal representatives (collectively, "Releasers"), assumes the entire risk associated with participating such an activity and waives, releases, discharges and covenants not to sue Kira Hoang or Blue Velocity, its directors, officers, members, managers, employees, agents, sponsors, organizers, volunteers or other representatives, and/or property owners (collectively, "Releasees"), from any and all liability to Releasers for any loss, harm, damage, claim, injury (including death) or accident to my person or property, my dog(s), and any other persons accompanying Participants at the dog training, including any minor children, arising out of or related to participating in any services or using any facilities or equipment of Blue Velocity, even if caused by any negligent act or omission of Releasees.

INDEMNIFICATION

I agree that I am and will be fully responsible for my conduct, the conduct of my dog and that of others accompanying me (including minor children) at all times. I agree to indemnify and hold harmless Blue Velocity, its directors, officers, members, managers, employees, agents, sponsors, organizers, volunteers and other representatives ("Blue Velocity Personnel"), from any and all loss, harm, damage, claim or injury (including death), cost, expenses, or damage to myself or any persons, dog(s), and/or property caused by the acts or omissions of me, my dog, and any other persons accompanying me, including any minor children, during the course of training or related activities, as well as by the conduct of my dog under my own care, as a result of following training instructions or under the care of Blue Velocity or Blue Velocity Personnel. This provision applies whether the claims are made by me, members of my family, my accompanying guests, Blue Velocity, Blue Velocity Personnel, or third parties. I understand that Blue Velocity Kennels reserves the right to determine if any dog or human behavior is inappropriate for the learning environment and/or safety of the participants, trainers and staff.

SPECIFIC AUTHORIZATIONS

Blue Velocity and Blue Velocity Personnel are authorized to enter my home, during agreed upon days and hours, for the purpose of training my dog(s).

Blue Velocity and Blue Velocity Personnel are authorized to take my dog off my property, during the agreed upon days and hours, for the purpose of training my dog(s).

I authorize emergency medical care to be provided for my dog by a licensed veterinarian. I will be responsible for any charges related to emergency care, including office visits, procedures, medications, surgeries, etc. required during or after the service provided.

NO GUARANTEE OF RESULTS

I recognize the role I play in my dog's learning process is integral to achieving desired results. I acknowledge and agree that there is no guarantee that my dog will achieve the desired level of training, despite the best efforts of Blue Velocity. I further understand that the recommendation of any other product or service by Blue Velocity is not a guarantee of satisfaction with that product or service.

PHOTO RELEASE

I agree to grant Blue Velocity LLC, its representatives, employees and Personnel the right to take photographs of me and/or my pet, and to copyright, use and publish the same in print and/or electronically. I agree that Blue Velocity may use such photographs of me and/or my pet with or without my name and for any lawful purpose, including, for example, such purposes as publicity, illustration, advertising, and Web content.

I agree

SAVINGS CLAUSE

I expressly agree that the foregoing assumption of risk, release, waiver, and indemnity provisions are intended to be as broad and inclusive as permitted by applicable law, and that if any portion thereof is held invalid, I agree that the remaining provisions will continue in full force and effect.

KNOWING AND VOLUNTARY EXECUTION

By signing, I declare that I am at least 18 years of age and competent to sign this Agreement. I acknowledge that I have carefully read this Agreement, understand its contents, and agree to be bound by its terms. I specifically understand that this Agreement includes an assumption of the risk of Blue Velocity's negligence and a release of Blue Velocity's liability.

date: _____