

WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

It is the purpose of this agreement to exempt, waive and relieve Releases from liability in exchange for my opportunity to participate in the FITNESS WITH FIDO classes. For purposes of this agreement, the term "Releases" shall include Kimberly Flatley(Instructor), _____ (Location) or governing regulatory agency and any of the agents, employees and affiliates of the aforesaid.

For and in consideration of my participation in the classes, I, _____ (Print name) waive and release any right I, my heirs, distributes, guardians, legal representatives, assigns may have to any and all claims for liability and cause(s) of action that arise in any way in connection with my participation in the classes, including personal injury, property damage (including damage to animals), and/or death, caused by any acts of the Releases, including acts of negligence. **INITIAL: _____**

I understand that the classes involve both physical activities on my part as well as the opportunity for my dog to interact with other dogs. I acknowledge, understand, and assume the risks, including certain unique risks regarding me and my dog interacting with animals we are not familiar with, arising from the classes. In particular, I acknowledge that:

1. I am familiar with the structure of the classes and I will seek out and discuss and any questions or concerns that I have with the trainers who lead the classes.
2. My dog is in good health and is unequivocally able to participate in the classes. I will immediately notify my **FITNESS WITH FIDO** trainer if a change in my dog's health or other condition would affect my dog's ability to participate in the classes.
3. I affirm and attest that my dog has NEVER been in a fight of any form and has never acted aggressively or violently towards any people or other dog.
4. All vaccinations for my dog are up to date. NOTE: rabies, bordetella, and distemper are required. **INITIAL: _____**

I am familiar with the rules for each and every class (rules are subject to change at any time without advanced notice):

- * **NO retractable leashes**
- * **Dogs must be spayed/neutered****
- * **Bring a great attitude and energy**
- * **Also you don't have to have a dog to attend classes, but you do have to love being around them**
- **As they can be distracting to other dogs**
- * **One dog per person/class**
- * **No treats allowed in class****

INITIAL: _____

ADDITIONAL WAIVER: I acknowledge that there may be certain unique risks to me and to my dog associated with my participation in the classes. These include, but are not limited to, the fact that animals can be unpredictable, may fight with each other, and may bite other animals or humans that are present. **I HEREBY ASSUME ALL LIABILITY AND RISK TO MYSELF AND MY DOG WITH THE RESPECT TO THE ACTS OF THE OTHER ANIMALS PRESENT IN THE FITNESS WITH FIDO CLASS IN CONNECTION WITH MY PARTICIPATION IN THE CLASSES.** **INITIAL: _____**

I (and my parent/guardian, if applicable) certify and declare that I & my dog(s) are physically sound and not suffering from any condition, impairment, disease, or other illness that would prevent my participation in an exercise program. I acknowledge that I & my dog(s) have both had a physical examination and been given my physician's/veterinarian's permission to participate, or that I have decided and to let my dog(s) to participate in an exercise program without the approval of our physician/veterinarian and do hereby assume all responsibility for our participation and activities. **INITIAL: _____**

I (and my parent/guardian, if applicable) AGREE TO INDEMNITY AND SAVE AND HOLD HARMLESS THE RELEASES AND EACH OF THEM FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COST THEY MAY INCUR DUE TO ANY CLAIM MADE BY OR ON BEHALF OF ME AGAINST ANY OF THE "RELEASES" THAT IS DETERMINED TO BE WITHIN THE SCOPE OF THIS AGREEMENT. **INITIAL: _____**

Photo, Video, and Social Media Waiver: I give Fitness with Fido permission to use mine and my dog(s) images on print, online, and/or video for marketing and promotional purposes. **INITIAL: _____**

Physical Activity Readiness Questionnaire (PAR-Q)

Yes No Are you under the care of a physician, chiropractor, or other health care professional?

If YES, please list reason(s): _____

Regular physical activity is fun, healthy and increasingly more people are starting to become aware of its benefits. Being more active is very safe for most people, however some people should check with their doctors before taking part in any kind of physical activity. The questions below will tell you if you should check with your doctor first. Please read and answer the questions below:

YES NO

- 1: Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor?
- 2: Do you feel pain in your chest when you do physical activity?
- 3: In the past month, have you had chest pain when you were not doing physical activity?
- 4: Do you lose your balance because of dizziness or do you ever lose consciousness?
- 5: Do you have a bone or joint problem that could be made worse by a change in your physical activity levels?
- 6: Is your doctor currently prescribing drugs for high blood pressure or a heart condition?
- 7: Do you know of any reason why you should not do physical activity?
- 8: Are you pregnant now or have you given birth in the last 6 months?
- 9: Have you had any recent surgery?

If you answered **YES** to one or more questions, We would advise that you talk with your Doctor in order to be cleared for participation. Tell your doctor about the PAR-Q and about the question(s) to which you answered YES and always check that is safe for you to exercise.

If you answered NO to all the PAR-Q questions please complete the following, hand it to us and enjoy your session.

Name(Please Print): _____ **Date of Birth:** _____

Signature: _____ **Today's Date:** _____

ADDRESS: _____

PHONE NUMBER: (____) _____ - _____

EMAIL: _____

In case of emergency, contact name: _____ **Phone #:** _____

(Parent's signature if under 18 years of age)

I represent that I have legal capacity and authorize to act on behalf of the minor named herein.

Parent/Guardian signature: _____ **Date:** _____

Dog's Name: _____

Breed: _____

Dog's age: _____

Color: _____

Vet office: _____