



Canine Training Agreement

This Canine Training Agreement (this “**Agreement**”), dated as of the ___ day of _____, 20___, is entered into by and between SAR Canine Training, LLC, a Missouri limited liability company (“**SAR**”), and _____, with an address at _____ (“**Customer**”) with respect to Customer’s dog (“**Canine**”), which is a _____ month old (male/female) _____ (breed).

1. Services. SAR shall provide to Customer the following described canine training: _____ (the “**Services**”). SAR shall provide the Services in accordance with the terms and subject to the conditions set forth in this Agreement.

2. Fees and Expenses. For the Services to be performed hereunder, Customer shall pay to SAR a fixed fee of \$_____ (choose one: per session/total per program), due and payable in advance before the start of the first session. Customer shall reimburse SAR for all reasonable travel and out-of-pocket expenses incurred by SAR in connection with the performance of the Services, within twenty-four (24) hours of receipt by the Customer of an invoice from SAR accompanied by receipts and reasonable supporting documentation.

3. Canine Intake. Customer acknowledges that the adequacy of the Services is dependent, among other things, upon SAR’s advanced understanding of the Canine. Customer agrees to provide SAR with a SAR Canine Training Intake Form (“**Form**”) filled in with as much detail as possible no less than ten (10) days before the first session. SAR shall be under no obligation to provide the Services if Customer fails to provide the Form. SAR shall evaluate the suitability of the Services for the Canine based on the Form and ongoing observation of the Canine. In the event that SAR determines that the Canine is unsuitable for training, SAR may terminate this Agreement pursuant to Section 7 in its sole and absolute determination and shall refund Customer for any Services paid for and not rendered.

4. Animal Health. Customer shall notify SAR of any health issues with the Canine or exposure of Canine to communicable diseases within thirty days before any training class, including kennel cough, distemper, rabies, or parvovirus.

5. Training Outcome; Certification. SAR makes no guarantee of Canine’s performance or behavior as a result of the Services. Customer acknowledges that SAR does not provide any certification or validation services and makes no warranty that the Canine will qualify for any such certification or validation following the completion of the Services. If Customer desires to have the Canine certified or validated according to any state or national canine certification or validation agency, such certification or validation shall be the sole responsibility of the Customer.

6. Assumption of Risk. Customer acknowledges that the training locations may be in outdoor areas with natural conditions, such as uneven ground, fallen limbs or trees, loose rock, water hazards, steep slopes, and natural vegetation. Customer acknowledges that participating in any training classes in connection with the Services includes various known and unknown risks to both Customer and the Canine, including, without limitation, weather exposure, tripping and fall risks, and risk caused by other dogs or animals. Customer agrees that any injuries, losses or damages incurred by Customer or the Canine while participating in such classes or otherwise is Customer’s full responsibility.

7. Term; Termination. This Agreement shall commence as of the date first set forth above and shall continue thereafter until the completion of the Services unless sooner terminated. Either party may



terminate this Agreement, effective upon ten (10) days' advance notice to the other party. SAR may terminate this Agreement immediately if the Canine is dangerous to any person or animal or interferes with the training of other dogs.

8. Confidentiality. You agree that all information provided in connection with the Services is confidential and proprietary to SAR. You will not copy or distribute any such information without the express written consent of SAR, which may be withheld in SAR's sole and absolute discretion.

9. Limitation of Liability. IN NO EVENT SHALL SAR BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SAR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SAR PURSUANT TO THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT THE CANINE'S FUTURE PERFORMANCE DEPENDS ON CONTINUED TRAINING OF THE CANINE THAT IS BEYOND SAR'S CONTROL AND AGREES THAT SAR SHALL NOT BE LIABLE FOR ANY DAMAGES TO CUSTOMER OR ANY THIRD PARTY CAUSED BY THE CANINE RELATED TO THE TRAINING OR CANINE'S PERFORMANCE IN SEARCH AND RESCUE-TYPE ACTIVITIES. FOR CLARIFICATION PURPOSES AND NOT AS ANY LIMITATION OF THE FOREGOING IN ANY RESPECT, CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT SAR SHALL NOT BE LIABLE FOR ANY CLAIMS BY ANY THIRD PARTY CAUSED BY THE FAILURE OF CUSTOMER'S CANINE TO TIMELY LOCATE ANY MISSING PERSON OR VICTIM.

10. Indemnification. Customer agrees to indemnify and hold harmless SAR and each of SAR's advisors, managers, officers, members, employees, agents, and associates (each an "Indemnitee") from and against any and all liabilities, expenses, damages, claims, actions, suits, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Indemnitee in connection with the Services or the Canine, including property damage, bites or injuries caused to any property, person, or other animal by the Canine during and after the term of this Agreement, the failure of the Canine to timely locate anyone, or any liability released in Section 9 of this Agreement.

11. General. This Agreement is entered into simultaneously with that Waiver, Assumption of Risk & Agreement to Indemnify & Photo/Email Release ("Waiver"). The terms and conditions of the Waiver are incorporated and made a part of this Agreement by reference. This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of Missouri, without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. Either party shall institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located in Barry County, Missouri. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS; AND (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT. In any action arising out of or related to this Agreement, the substantially prevailing party shall be entitled to its reasonable attorneys' fees and costs. This Agreement contains the entire understanding of the parties with respect to the subject matter and supersedes all prior and



contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. The parties may not amend this Agreement except by written instrument signed by the parties. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, agreement or condition. The rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise, provided that the cumulative amount of any such remedies shall not exceed the limitation set forth in Section 9. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns. This Agreement may be executed in counterparts. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

SAR Canine Training, LLC

Customer

By:

Its:

By:

Its:

Photo/E-Mail Release: Signature/Initial on this form allows **SAR CANINE TRAINING, LLC** to use class videos and photos for educational purposes, for example slides and website, and to contact student via e-mail to announce **SAR CANINE TRAINING, LLC** activities unless stated otherwise and agreed to in writing.

INITIAL HERE: _____ **Date:** _____