



CUSTOMER INFORMATION FORM AND SERVICE AGREEMENT

Owner(s) Name _____ Date: _____

Address _____

Telephone: (home) _____ (cell) _____ (work) _____

Email Address _____ How did you hear about us? _____

Dog #1: Name _____ Age _____ Sex _____ Weight _____

Breed _____ Color _____ Birth Date _____

Dog #2: Name _____ Age _____ Sex _____ Weight _____

Breed _____ Color _____ Birth Date _____

Dog #3: Name _____ Age _____ Sex _____ Weight _____

Breed _____ Color _____ Birth Date _____

Emergency Contact Information:

Name(s) _____

Telephone Number(s) _____

Relationship to Owner _____

Persons Authorized to Pick Up and/or Drop Off my dog(s) _____

*** Proof of current vaccinations (DHLPP/DHPP, Rabies, and Bordetella) is required for all dogs**

Veterinarian Hospital _____ Doctor's Name _____

Street Address _____ Phone _____

City, State Zip _____ Fax _____

Payment Information (2 cards required. First card listed will be the "active" card):

Credit Card Number _____ Exp Date _____ CID# _____

Name on Card _____ Signature _____

Credit Card Number _____ Exp Date _____ CID# _____

Name on Card _____ Signature _____

**CUSTOMER INFORMATION FORM AND SERVICE AGREEMENT**

This Customer Information Form and Service Agreement (this "Agreement") is made and entered into as of the date below between Altitude Dog, LLC ("Altitude") and the dog owner whose signature appears below ("Owner").

Altitude and Owner agree as follows:

1. Owner agrees to pay Altitude's rates for all dog training services provided by Altitude. Payment for all services is due at the end of each training session. Owner authorizes Altitude to charge the credit card on file for any services provided for the dog.

2. Owner may cancel an appointment for training services without charge if the cancellation is made 24 hours in advance of the start of the scheduled session. Otherwise, Owner shall pay for a cancelled or missed training session. Owner shall be charged for boarding if the dog is left with Altitude for training and is not picked up within 30 minutes after the scheduled end of the session.

3. By signing this Agreement, Owner represents and warrants to Altitude that (a) the dog is current on all vaccinations, (b) the dog is free of all fleas, ticks, worms and other insects and parasites, (c) the dog has no current illness or injury, (d) the dog has not bitten or exhibited other aggressive behavior towards any person or animal except as has been disclosed to Altitude on the Behavior Information form, and (e) all information given about the dog is accurate and complete, including all of the information given on any Health Information form and Behavior Information form pertaining to the dog. Altitude reserves the right to refuse to provide services or to cancel a training session or program due to the dog's behavior, health or other circumstances in Altitude's discretion.

4. Altitude shall exercise reasonable care for the dog during training sessions. Owner recognizes and accepts potential risks involved in training activities. By signing this agreement, Owner authorizes Altitude to utilize dog crates as necessary while the dog is in Altitude's facility.

5. Owner understands that each dog is different in regards to ability, breeding, and temperament and that the results of training will vary with each dog and will not yield exact results. Altitude does not promise or make any guaranty regarding the dog's performance or the results from the training services. Client agrees to accept full responsibility for any damages the dog may cause through malicious, aggressive or improper behavior that may occur before, during or after services are provided by Altitude. Owner also understands that it and the members of its household are responsible for carrying out Altitude's instructions with regard to working with the dog and reinforcing training being given to the dog. WITHOUT LIMITING ANY OF THE ABOVE, ALTITUDE DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES RENDERED BY IT OR ITS PERSONNEL OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OWNER (A) HEREBY RELEASES AND AGREES TO HOLD HARMLESS ALTITUDE AND ITS OFFICERS, OWNERS, EMPLOYEES AND AGENTS (TOGETHER REFERRED TO AS ALTITUDE IN THIS SECTION 6) FROM ANY AND ALL LIABILITY FOR ANY INJURY OR ILLNESS SUFFERED BY HIS OR HER DOG WHILE IN ALTITUDE'S CARE; AND (B) AGREES NOT TO INITIATE ANY LEGAL PROCEEDINGS AGAINST ALTITUDE WITH RESPECT TO SUCH RELEASED CLAIMS. WITHOUT LIMITING THE PROVISIONS ABOVE, ALTITUDE'S AGGREGATE LIABILITY FOR FAILURE TO PERFORM UNDER THIS AGREEMENT OR FOR ANY INJURY OR ILLNESS TO A DOG WILL BE LIMITED TO THE LESSER OF (A) THE COST OF THE TRAINING SESSION IN WHICH THE FAILURE, INJURY OR ILLNESS OCCURRED, OR (B) \$100. IN NO EVENT WILL ALTITUDE BE LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBLE EXISTENCE. OWNER SHALL INDEMNIFY, DEFEND AND HOLD ALTITUDE HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS, DAMAGES, FINES, COSTS, PENALTIES AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM OR RESULTING FROM (A) ANY BREACH OF THE REPRESENTATIONS, WARRANTIES OR COVENANTS CONTAINED IN THIS AGREEMENT, OR (B) ANY ACTS OR BEHAVIOR OF THE DOG, INCLUDING INJURY TO STAFF OR OTHER ANIMALS OR DAMAGE TO FACILITIES.

7. Owner specifically represents that he or she is the owner of the dog, free and clear of all liens and encumbrances and that he or she is authorized to agree to the terms of this Agreement.



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8. Owner specifically represents to Altitude that the dog has not been exposed to any contagious diseases within a thirty-day period prior to the training session. During the period of this Agreement, Owner also agrees to notify Altitude of any known exposure of dog to a communicable disease and hold the dog out of attending an Altitude session until the dog is symptom-free for a minimum of 10 days or with written veterinary clearance. Owner further agrees to maintain currency of vaccinations as required by Altitude policy.

9. If the dog becomes ill or injured, or if the state of the animal's health otherwise requires professional attention, or in the event of a death, Altitude, in its sole and absolute discretion, may engage the services of a veterinarian or administer medicine or give other requisite attention to the animal, and the expenses thereof shall be paid by Owner. Except in the case of an emergency, Altitude will attempt to contact Owner or the designated emergency contact prior to administering such care. Altitude shall not be responsible for any damage or injury to the dog resulting from any failure to provide veterinary care or from the acts or omissions of a veterinarian or other person administering care.

10. Owner agrees to allow Altitude to use its dog's name and any images or likeness of the dog, including photos or videos of the dog taken while it is receiving services from Altitude, in any form or format, for use, at any time, to be posted on the Altitude website, or to be used in any media including marketing/advertising materials, illustrations, trade or promotional materials.

11. This Agreement contains the entire agreement between the parties. Altitude makes no representations or warranties except for those expressly stated in this Agreement. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assigns of Owner and Altitude. This Agreement is governed by the laws of the State of Colorado, without regard to its conflicts of law principles. If any provision of this Agreement is determined to be unenforceable, such provision will be deemed severed and the remaining provisions of this Agreement will continue in full force and effect.

12. Any dispute or claim arising out of or relating to this Agreement, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this Agreement, shall be settled by arbitration administered in Denver, Colorado in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator's decision shall be final and binding and judgment upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall, as part of the award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party. The arbitrator shall not be authorized to assess special, punitive, indirect, or consequential damages against either party.

BY SIGNING BELOW, OWNER AGREES THAT HE OR SHE HAS READ AND UNDERSTOOD THIS AGREEMENT AND AGREES TO BE LEGALLY BOUND BY ITS TERMS.

Signatures:

OWNER

Signature: _____ Printed Name: _____ Date: _____

ALTITUDE DOG TRAINING, LLC

Signature: _____ Date: _____

Name and Title: _____