

HAPPY OHANA DOG TRAINING

CLIENT SERVICE AGREEMENT, RELEASE, AND MEDIA CONSENT

Final Client Form

Client Name	_____
Phone	_____
Email	_____
Address	_____
Dog Name	_____
Breed / Age / Weight	_____
Program	<input type="checkbox"/> 1 Week Board & Train <input type="checkbox"/> 2 Week Board & Train <input type="checkbox"/> 3 Week Board & Train <input type="checkbox"/> Other: _____
Program Dates	Drop-off: _____ Pick-up: _____
Total Fee	\$ _____

This Client Service Agreement, Release, and Media Consent (the "Agreement") is entered into by and between Happy Ohana Dog Training ("Trainer") and the undersigned client ("Client") for services involving the dog identified above (the "Dog"). Client agrees as follows:

1. PAYMENT, SCHEDULING, AND CANCELLATION

Advance Payment: Total fee is due prior to or at drop-off. Services will not commence until payment is received.

Non-Refundability: All fees are non-refundable. Client understands payment reserves a specific time block and prevents Trainer from accepting other clients for that period.

Payment Disputes: Client agrees not to initiate a payment dispute or chargeback for services provided or time reserved under this Agreement. Client is responsible for returned payment fees, chargeback fees, collection costs, and reasonable attorney fees incurred in collecting unpaid amounts.

2. CLIENT AUTHORITY AND DISCLOSURE

Authority: Client represents that Client is the lawful owner of the Dog or has full authority from the lawful owner to enter into this Agreement, authorize training, approve veterinary care, and grant all permissions in this Agreement.

Behavioral and Medical Disclosure: Client represents that Client has fully disclosed all known behavioral and medical issues involving the Dog, including bite history, aggression, reactivity, resource guarding, escape attempts, separation anxiety, destructive behavior, allergies, medications, injuries, illness, seizures, heat sensitivity, and prior training history.

Failure to Disclose: Failure to disclose material information may result in immediate termination of services without refund. Client remains responsible for resulting damages, veterinary costs, third-party claims, legal fees, additional handling costs, and boarding or disruption fees.

3. TRAINING METHODOLOGY, TOOLS, AND ENVIRONMENTS

Informed Consent - Tools: Client provides express consent for Trainer to use training tools that may include electronic stimulation collars (e-collars), slip leashes, long lines, crates, place cots, food rewards, leash pressure, structure, and other training tools or methods Trainer determines appropriate.

High-Distraction Environments: Training may occur in real-world, high-distraction environments, including public parks, sidewalks, trails, beaches, vehicle areas, and other locations. Client acknowledges these environments can include traffic, wildlife, other dogs, unleashed animals, people, noise, weather, heat, and unpredictable variables.

Inherent Risks: Client voluntarily assumes risks associated with training, boarding, handling, transportation, high-distraction environments, off-leash work, and use of training tools, including stress, illness, injury, escape, bites, property damage, or death.

Client Use of Equipment: Client agrees to use training tools only as instructed by Trainer. Trainer is not responsible for injury, stress, regression, or damage caused by Client misuse of equipment or failure to follow instructions after the Dog is returned.

4. NO GUARANTEE OF RESULTS

No Guarantee: Client understands that dog training results are not guaranteed. Trainer will make reasonable efforts to train the Dog according to the selected program, but behavior outcomes depend on the Dog's temperament, age, health, genetics, prior training, environment, stress level, and Client's consistency after the program.

Owner Follow-Through: Client understands that successful training requires Client participation after the Dog returns home. Client agrees to attend the turnover lesson, follow Trainer's handling instructions, maintain recommended structure and

boundaries, and contact Trainer promptly with questions. Trainer is not responsible for regression caused by Client failure to follow instructions.

5. HEALTH, VACCINES, PARASITES, AND EMERGENCY CARE

Vaccines and Health: Client warrants that the Dog is current on all vaccines required by Trainer before drop-off, which may include rabies, DHPP, Bordetella, Leptospirosis, and any other vaccination required by Trainer, veterinarian, facility, or applicable law.

Fleas, Ticks, Parasites, and Illness: Dog must be free of fleas, ticks, contagious illness, and parasites at drop-off. If fleas, ticks, parasites, or contagious illness are discovered, Client is responsible for treatment, cleaning, isolation, veterinary, and related costs.

Emergency Care: Trainer is granted limited authority to seek veterinary care for the Dog at Client's sole expense if Trainer determines care is necessary or if Client is unreachable in an emergency. Client agrees to reimburse Trainer for veterinary expenses, transportation, medication, and related costs.

Emergency and Veterinary Information

Primary Veterinarian	_____
Veterinarian Phone	_____
Emergency Contact	_____
Emergency Contact Phone	_____
Emergency Spending Authorization	\$ _____ [] No cap if emergency care is necessary
Food / Medication Instructions	_____

6. CUSTODY, DROP-OFF, PICK-UP, AND ABANDONMENT

Custody Period: Trainer's responsibility for the Dog begins when Trainer physically takes possession of the Dog and ends when the Dog is returned to Client or Client's authorized representative.

Authorized Pick-Up: Client is responsible for identifying any person authorized to pick up the Dog. Trainer may refuse release to any person not authorized by Client in writing.

Late Pick-Up: Failure to pick up the Dog on the scheduled date results in a \$200.00 daily boarding and disruption fee, payable before the Dog is released.

Abandonment: If the Dog is not picked up within five (5) calendar days of the scheduled pick-up date without verifiable communication, the Dog may be deemed abandoned to the maximum extent permitted by law.

Transfer / Rehoming: Upon abandonment, Client authorizes Trainer, to the maximum extent permitted by law, to transfer the Dog to a shelter, rescue, veterinarian, boarding facility, or rehome the Dog at Trainer's discretion. Client remains liable for all original and accrued fees, veterinary expenses, boarding fees, transportation costs, and related costs.

7. LIABILITY RELEASE, DAMAGE CAP, AND INDEMNIFICATION

Release of Ordinary Negligence: To the maximum extent permitted by HRS Section 663-1.54 and applicable law, Client releases Trainer from liability for injury, illness, death, escape, or loss of the Dog resulting from Trainer's ordinary negligence or the inherent risks of training, boarding, transportation, and handling.

Damage Cap: The parties agree the Dog is personal property. To the maximum extent permitted by law, total damages for any claim arising out of this Agreement are capped at the total fees paid for the selected program. Client waives claims for sentimental value, emotional distress, consequential damages, special damages, and punitive damages to the extent waivable under law.

Third-Party Indemnification: Under Hawaii law, an owner or harbinger may be held liable for an animal's actions. Client agrees to defend, indemnify, and hold Trainer harmless against third-party claims, demands, damages, medical bills, property damage, legal fees, and costs if the Dog causes injury or property damage while in Trainer's care, during transport, or in connection with services.

Incident Response: Client authorizes Trainer to take reasonable steps after a bite, escape, injury, illness, property damage, or other incident involving the Dog, including securing the Dog, seeking veterinary care, contacting Client or emergency contacts, and making any legally required report.

8. TERMINATION OR REFUSAL OF SERVICE

Trainer Discretion: Trainer may terminate, pause, modify, or refuse services if Trainer determines, in Trainer's reasonable judgment, that the Dog presents an unacceptable safety risk, has undisclosed medical or behavioral issues, is ill, or if Client fails to comply with this Agreement.

Effect of Termination: If services are terminated under this section, Client must promptly pick up the Dog. Fees remain non-refundable unless Trainer chooses otherwise in writing. Client remains responsible for accrued fees, veterinary costs, property damage, and third-party claims.

9. PHOTO, VIDEO, AND MARKETING RELEASE

Media Permission: Client authorizes Trainer to photograph, video record, and otherwise capture images, audio, or recordings of the Dog during training, boarding, pick-up/drop-off, and related activities, subject to Client's selection below.

Permitted Uses: If Client consents, Client grants Trainer permission to use, reproduce, edit, publish, display, and distribute photos and videos for business, educational, promotional, website, social media, advertising, portfolio, and training-demonstration purposes, without additional compensation to Client.

Privacy: Trainer will not intentionally publish Client's home address, phone number, email address, or other private contact information. Client understands that images or videos may include the Dog's name, training progress, and general training context.

Revocation: Client may revoke this authorization in writing for future uses. Revocation does not require removal of materials already published, printed, distributed, scheduled, or created before Trainer receives written revocation.

Media Consent Selection:

- I consent to marketing, website, social media, advertising, educational, and promotional use of photos/videos of my dog.
- I do not consent to marketing use of photos/videos, except as needed for private client updates, safety, or training documentation.

10. COMMUNICATION AND UPDATES

Updates: Trainer may provide periodic updates at Trainer's discretion. Daily updates are not guaranteed unless expressly included in the selected program.

Client Availability: Client agrees to remain reachable during the program and to provide at least one emergency contact who can make decisions if Client is unavailable.

11. FORCE MAJEURE

Uncontrollable Events: Trainer is not liable for delay, interruption, or inability to perform services caused by events outside Trainer's reasonable control, including natural disasters, severe weather, road closures, illness, injury, power outages, government orders, veterinary emergencies, or other emergencies.

12. ARBITRATION, GOVERNING LAW, AND SEVERABILITY

Arbitration: All disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in Hawaii, unless prohibited by law. Client waives the right to a jury trial to the extent permitted by law.

Governing Law: This Agreement is governed by the laws of the State of Hawaii.

Severability: If any clause is found unenforceable, the remainder of this Agreement remains in full effect.

Entire Agreement: This Agreement represents the entire agreement between Client and Trainer regarding the services described above and may be modified only in a writing signed by both parties.

13. CLIENT INITIALS FOR KEY TERMS

Key Term	Client Initials
E-collar / slip leash / training tool consent	_____
High-distraction and off-leash risk	_____
No guarantee of results	_____
Emergency veterinary authorization	_____
Liability release, damage cap, and indemnification	_____
Photo / video release selection	_____

14. SIGNATURES

I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS ABOVE.

Client Signature	Date
_____	_____

Trainer Signature	Date
KIRK OKUMURA / HAPPY OHANA DOG TRAINING	_____