

Bearpoint Kennel LLC
35293 Hanisch Road
Calhan, CO 80808
303-681-LABS (5227)

TRAINING CONTRACT / BOARDING

This is a contract between *Bearpoint Kennel LLC, Black Forest Kennel, Dale and Brenda Merritt* and the dog **owner**, _____ **(Print Clearly)**.

Bearpoint Kennel LLC agrees to exercise due and reasonable care, and to keep the kennel premises sanitary and properly enclosed. The dog(s) is to be fed properly and regularly, and to be housed in clean safe quarters.

If the dog(s) becomes ill or if the state of the animal's health otherwise requires professional attention, Bearpoint Kennel LLC, Dale, and Brenda Merritt in its sole discretion, may engage the services of a veterinarian of its choosing, administer medicine, or give other requisite attention to the animal, and the expenses thereof shall be paid by Owner.

All dogs are boarded, handled, and cared for by Bearpoint Kennel LLC, Black Forest Kennel, Dale, and Brenda Merritt, without liability on, Bearpoint Kennel LLC, Dale and Brenda Merritt and its employees for loss or damage from disease, theft, fire, death, running away, injury, or harm to persons, other dogs, property by said dog, or other unavoidable causes, when due diligence and care having been exercised. If an unforeseen and unfortunate death were to occur to a dog, Bearpoint Kennel LLC, Dale, and Brenda Merritt will deliver the dog to veterinarian of its choosing to be held for the owner to make the decision of how the dog's remains will be handled. Owner waives and releases, Bearpoint Kennel LLC, Black Forest Kennel LLC, Dale, and Brenda Merritt from all liability of any nature that the dog may suffer after being boarded.

Int _____: (Training Only) The owner agrees to pay Bearpoint Kennel LLC, Dale, and Brenda Merritt **\$500.00-Boarding and \$457.00 Training, Totals \$975.00/month plus birds (\$18.00/Bird)** per dog for the various training programs: obedience, pointing/flushing, whoa, retrieving, Force Fetch, Hunt Test, physical conditioning. An additional \$85.00 handling Fee, Plus Entry Fee per hunt test for dogs being handled at hunt tests up to 100 miles, (AKC, HRC or APLA). Hunt test over 100 miles round trip have a \$.65 per mile additional charge, percent of hotel bill. **First months Training fee is due on delivery of dog.** Bearpoint Kennel LLC, Dale and Brenda Merritt will evaluate the dog(s) for a period of two (2) weeks. After this evaluation period, if it is deemed the dog(s) is unable to train correctly, then the Owner is entitled to fifty percent (50%) of the **\$975.00 monthly** fee returned, less any birds used. Owner further agrees that the dog(s) shall not leave Bearpoint Kennel until all charges are paid to Bearpoint Kennel LLC or Dale and Brenda Merritt by Owner. Owner of dog(s) left at Bearpoint Kennel beyond the agreed pick-up date will be charged for boarding rate of twenty dollars (\$45.00) per day until dog(s) is claimed. Bearpoint Kennel LLC, Dale and Brenda Merritt shall have, and is hereby granted, a lien on the dog(s) for all unpaid charges resulting from boarding and/or training dog(s) at Bearpoint Kennel.

Page 1 **Int _____**

Int _____: (Boarding Only) All Dogs that are here for Boarding, the owner agrees to pay Bearpoint Kennel LLC, \$35.00 per Day. Day includes the day dropped off plus day picked up, that include feeding times.

Date Drop off: _____ Date to Pickup: _____. Dogs not picked up within 48 hours of scheduled pickup date may be subject to \$45.00 per day rate.

Int _____: (Training or Boarding) Owner of all dogs boarded or in the care of, at facility of Bearpoint Kennel LLC, Black Forest Kennel, Dale, and Brenda Merritt, give permission to Bearpoint Kennel LLC, Black Forest Kennel, Dale, Brenda Merritt to Co-mingle and/or socialize with other dogs at this facility

It is understood by Bearpoint Kennel LLC, Dale and Brenda Merritt, and Owner that all provisions of this Contract shall be binding upon both parties thereunto for this visit and for all subsequent visits.

This contract contains the entire agreement between the parties.

Owners Signature _____

Must be the owner on Registration papers.

Address **City** **State** **Zip**

Dogs Call Name **Contact Phone #** **Emergency #**

E-mail

/s/ Dale or Brenda Merritt
Bearpoint Kennel LLC, Dale and/or Brenda Merritt

Date

Special Notes _____

RELEASE OF LIABILITY, WAIVER & INDEMNIFICATION AGREEMENT

Please, "print" All Requested Information Below, Except For Signature

NAME: _____ PHONE: _____

ADDRESS: _____ CITY: _____

COUNTY: _____ STATE: _____ ZIP: _____

Who To Contact in Case of An Emergency:

NAME: _____ PHONE: _____

THIS RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT, is executed on the date indicated below, by the above-mentioned individual who resides at the address indicated above, and hereinafter referred to as the **'RELEASOR'**.

In consideration of being permitted to participated in guided hunting, hunting, dog training and other sports hunting related activities conducted by Bearpoint Kennel LLC, Dale R. & Brenda K. Merritt, it's agents, officers, directors, and employees, from any loss or damage related to guided hunting, hunting, dog training and other sports hunting related activities conducted on the following describe real property:

Sections 26, 35 of Township 9 South, Range 68 West, and all abutting and adjacent land thereto:
SW 1/4 of Section 25, Township 12 South, Range 61 West. and 35293 Hanisch Rd Property any leased property of Bearpoint Kennel LLC

And each of them; their officers and employees, hereinafter referred to as "**releases**" from all Liability of the **Releaser.**, his or her spouse, legal representatives, heirs, and assigns, for all loss of damage, and any claim of damage, resulting there from, on account of injury to **Releaser's** person or property. Even an injury resulting in death of **Releaser**, unless caused by willful and wanton gross negligence of **Release's**, while the **Releaser** is being guided on sport hunting or sport shooting activities of any kind on the above describe real property.

Releaser agrees to indemnify Bearpoint Kennel, Dale R. & Brenda K. Merritt, it's agents, officers, directors, and employees and each of them, from any loss, liability, damage or costs they may incur due to the presence of **Releaser** in or upon the above-described real property and any adjacent or abutting property, whether caused by the negligence of **Release** or otherwise.

Releaser expressly assumes such risk and waives any claim he/she might state against Bearpoint Kennel and Black Forest Kennel , Dale R. & Brenda K. Merritt, it's agents, officers, directors, and employees as a result of physical injury incurred as a result of guided hunting or sport shooting activities except to the extent such claim might base on the sole and exclusive negligence of, Bearpoint Kennel, Dale R.& Brenda K. Merritt, it's agents, officers, directors, and employees for physical injury to others, or for property damage, which results from **Releaser's** participation or observation in guided hunting, hunting, or sport shooting activities under the terms of this agreement.

Releaser expressly agrees that this Release, Waiver, and Indemnification Agreement is intended to be broad and inclusive as permitted by law of the State of Colorado. And that if any portion thereof is held invalid, it is agreed that the balance shall not withstanding, continue in full for force and effect. It is further agreed that this Release, Waiver, and Indemnification Agreement shall remain in full force until canceled and terminated in writing by either party.

Releaser agrees that any pictures and / or videos taken during any Training or Seminar that Dale and Brenda Merritt or Bearpoint Kennel LLC., put on, are the property of Dale and Brenda Merritt and Bearpoint Kennel LLC. Any miss use of Pictures or Videos will be considered infringement of rights, without written permission.

Children under 18 must be listed

Signature of Releaser

Date: _____