

DOBERMAN ASSISTANCE, RESCUE & EDUCATION, INC. (DAR&E)

Telephone: 410-663-1694 Email: darefeedback@yahoo.com

ADOPTION, RELEASE AND INDEMNITY AGREEMENT

AGREEMENT made this ____ day of _____, 20____, between Doberman Assistance, Rescue and Education, Inc. (referred to in this agreement as “DAR&E”), represented by DAR&E’s agent _____ (referred to in this agreement as “rescuer”), an individual residing at _____, telephone number _____ and _____ (referred to in this agreement as “adopter”), an individual residing at _____, telephone number _____, email address _____.

WHEREAS, Rescuer has protective custody, on behalf of DAR&E, of the following described animal (referred to in this agreement as “Dog”): Breed: Doberman Pinscher, Sex: _____; Estimated Age: _____, Color: _____, Name: _____, DAR&E NO. _____; and

WHEREAS, Adopter wishes to take custody of Dog;
AND WHEREAS, Adopter certifies that Adopter and no one in Adopter’s residence has been convicted of animal cruelty, neglect or abandonment:

NOW, THEREFORE, for and in consideration of Rescuer’s relinquishment of custody of Dog, Adopter hereby gives and grants unto Rescuer and DAR&E, as a basis on which Dog is released, this Adoption, Release and Indemnity Agreement, and promises, covenants and agrees as follows:

HOLD HARMLESS

Rescuer and DAR&E (and its officers, Board of Directors, members and volunteers) shall not be liable to adopter on any theory of legal liability including the sole or concurrent negligence of Rescuer and/or DAR&E (and its officers, Board of Directors, members and volunteers), for any injury, death or damage directly or indirectly caused by Dog. Adopter does hereby release Rescuer and DAR&E (and its officers, Board of Directors, members and volunteers) from any and all liability, claims, suits, demands, or causes of action which may presently be in effect or may arise out of or be brought against Rescuer and DAR&E (and its officers, Board of Directors, members and volunteers), by virtue of the release of Dog to Adopter. It is the expressed intention of Adopter, Rescuer and DAR&E that the release provided for in this paragraph is designed and intended to protect Rescuer and DAR&E (and its officers, Board of Directors, members and volunteers) from the consequences of any attack, behavior or other action by Dog, and from the consequences of any act or omission or negligence on the part of Rescuer and DAR&E (and its officers, Board of Directors, members and volunteers) in obtaining custody of Dog, in providing care for Dog, or in failing to provide timely or adequate warning to any person concerning Dog.

Please initial here to signify that the parties have read and understood this section:

Adopter’s Initials: _____ Rescuer’s Initials: _____

INDEMNIFICATION

Adopter expressly agrees to defend, pay, indemnify and hold harmless Rescuer and DAR&E (and its officers, Board of Directors, members and volunteers) from all suits, actions, losses, damages, claims, or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney’s fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of or occasioned by, directly, or indirectly, the release of Dog to Adopter. It is the expressed intention of Adopter, Rescuer and DAR&E (and its officers, Board of Directors, members and volunteers) that the indemnity provided in this paragraph is designed and intended to protect Rescuer and DAR&E (and its officers, Board of Directors, members and volunteers) from the consequences of any attack, behavior or other action by Dog, and from the consequences of any act or omission or negligence on the part of Rescuer or DAR&E in obtaining custody of Dog, in providing care for Dog, or in failing to provide timely or adequate warning to any person concerning Dog.

Further, Adopter expressly agrees to hold harmless Rescuer and DAR&E (and its officers, Board of Directors, members and volunteers) from all suits, actions, losses, damages, claims or liability of character, type or description, including without limiting the generality of the foregoing all expenses, of litigation, court costs and attorney fees associated with DAR&E reclaiming Dog in the event Adopter violates any provisions of this contract. Adopter further agrees to reimburse DAR&E for any and all expenses associated with reclaiming Dog in the event Adopter violates any provisions of this contract.

Please initial here to signify that the parties have read and understood this section:

Adopter’s Initials: _____ Rescuer’s Initials: _____

NO WARRANTIES OR REPRESENTATIONS

Adopter understands that Rescuer and DAR&E make no warranties (express or implied) or representations as to the health, fitness, demeanor or well being of Dog. Adopter accepts Dog “as is”. Because of this, Adopter understands that Rescuer and DAR&E (and its officers, Board of Directors, members and volunteers) accept no responsibility if dog should die after being released to Adopter or should bite, scratch, injure, or cause the death of any person or animal or cause damage to property after being released into Adopter’s custody.

Please initial here to signify that the parties have read and understood this section:

Adopter’s Initials: _____ Rescuer’s Initials: _____

Adopter further promises, covenants and agrees to the following:

1. I/We will care for Dog lovingly (including but not limited to adequate food (fed at least one time per day), shelter, fresh water at all times, sufficient exercise and play time, veterinary care and love);
Adopter's Initials: _____ Rescuer's Initials: _____
2. I/We will ensure Dog is maintained on heartworm preventative year round (including testing for heartworm as needed), provide dental care as recommended by veterinarian, and keep all testing and immunizations current and updated according to a veterinarian's schedule;
Adopter's Initials: _____ Rescuer's Initials: _____
3. I/We will license Dog in accordance with the laws and ordinances, and abide by the leash laws and ordinances of the municipality, county and state in which I/we live;
Adopter's Initials: _____ Rescuer's Initials: _____
4. I/We will ensure that Dog wears a collar and appropriate identifications tags when not in the house;
Adopter's Initials: _____ Rescuer's Initials: _____
5. I/We will keep Dog as a house pet, never left alone outside, to be exercised in a fenced yard or on a leash, and not to be allowed to roam the streets;
Adopter's Initials: _____ Rescuer's Initials: _____
6. I/We will ensure that Dog is enrolled in a group obedience training class within one month of adoption and that upon completion of the Obedience Class, I/we will provide DAR&E the completed Obedience Requirement Form for record;
Adopter's Initials: _____ Rescuer's Initials: _____
7. I/We will not allow Dog to ride in the open bed of a pickup truck;
Adopter's Initials: _____ Rescuer's Initials: _____
8. I/We agree that the adoption of this Dog is as a personal family pet, not as a gift or for the purpose of providing Dog to anyone else. I/We agree not to sell, trade, abandon or dispose of Dog in any way before informing DAR&E, which shall have the option of retaking custody of Dog. Further, I/we agree to be liable for costs associated with violation of this section; said expenses not intended to replace or alter any rights DAR&E has pursuant to Section 13 below;
Adopter's Initials: _____ Rescuer's Initials: _____
9. I/We understand that Dog shall not be used for any medical or experimental purposes; shall not be kept chained or tied or put on a "zip line" or trolley; shall not be used for breeding; and shall not be trained or used as an attack dog;
Adopter's Initials: _____ Rescuer's Initials: _____
10. I/We understand that DAR&E reserves the right to examine and make inquiry about Dog at any time. If I/we fail to keep Dog in accordance with the terms of this Agreement, if I/we deny DAR&E's right to examine, if I/we fail to respond to any DAR&E inquiry or if I/we have made any misrepresentation of fact, DAR&E may retake custody of Dog; additionally any costs associated with such retaking of custody shall be my/our sole responsibility. If any medical care is required as a result of any intentional or negligent act of mine/ours, any and all costs associated with said medical care shall be my/our sole responsibility;

Adopter's Initials: _____ Rescuer's Initials: _____

11. I/We agree to advise DAR&E of any change of address, phone number(s), and/or email address;

Adopter's Initials: _____ Rescuer's Initials: _____

12. I/We agree to advise DAR&E of any actions pending and/or taken by local animal control officials regarding Dog, me/us or any individual in my/our household.

Adopter's Initials: _____ Rescuer's Initials: _____

13. I/We agree to advise DAR&E of any charges and/or convictions of me/us or any individual in my/our household for animal cruelty, neglect or abandonment;

Adopter's Initials: _____ Rescuer's Initials: _____

14. I/We agree that if Dog is not spayed or neutered before its adoption by me/us, that I/we will have Dog spayed or neutered as soon as possible, by the time it is six months old if applicable, or as soon as it is deemed safe to do so by a veterinarian and I/we will provide documentation to DAR&E within thirty (30) days of procedure;

Adopter's Initials: _____ Rescuer's Initials: _____

15. I/We understand that the Adoption fee is not refundable;

Adopter's Initials: _____ Rescuer's Initials: _____

16. I/We agree to pay to DAR&E any and all expenses, including, but not limited to, court costs and reasonable attorney fees in enforcing the terms and provisions of this contract.

Adopter's Initials: _____ Rescuer's Initials: _____

17. I/We and DAR&E agree that the Dog has a value;

Adopter's Initials: _____ Rescuer's Initials: _____

18. I/We agree to an adoption fee of _____;

Adopter's Initials: _____ Rescuer's Initials: _____

19. I/We understand that DAR&E is a duly registered Maryland corporation and this adoption agreement shall be construed in accordance with the laws of the State of Maryland. I/We and DAR&E agree that any and all litigation or disputes resulting from this adoption agreement pursued by either party to this agreement shall be pursued in the District Court for Baltimore County, Maryland.

Adopter's Initials: _____ Rescuer's Initials: _____

Adoption Fee Schedule:

Under 2 years of age: \$450

2-6 years old (includes 6 year old dogs): \$350

7 years old and over: \$250

SIGNED, this _____ day of _____, 20____.

I hereby verify that I am eighteen (18) years of age or older, that I fully understand my rights and obligations as described above and that failure to comply with these obligations will be considered a breach of contract. Said breach of contract gives DAR&E the rights contained in this contract and any and all rights afforded by law to terminate any ownership of Dog and thereby the legal right to reclaim the animal without refund and recover any and all expenses associated with the enforcement of this contract.

Adopter

Rescuer