



New Hope Cattle Dogs, Rescue and Rehoming, Inc.

a 501 c (3) Arizona Corporation F.E.I.N 86-1036522

General Release and Indemnity Agreement

Recitals

For good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto enter into this General Release and Indemnity Agreement.

- A. The parties hereto are New Hope Cattle Dogs, Rescue & Rehoming, Inc., hereafter referred to as "New Hope Cattle Dogs," and the Adopter, [REDACTED].
- B. The parties have agreed to the terms formally memorialized in this agreement.

Agreement

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **The Parties.** The parties to this Agreement are Adopter, [REDACTED], ("Adopter") and New Hope Cattle Dogs. This Agreement is binding upon the estates, heirs, representatives, successors, assigns of Adopter, and the predecessors, successors and assigns of New Hope Cattle Dogs. Adopter and New Hope Cattle Dogs are occasionally referred to as the "Parties."

2. **General Release Clause.**

a. Adopter hereby waives, releases, and forever discharges any claims and holds New Hope Cattle Dogs harmless from any claims, damages, costs, expenses, loss of services, actions and causes of action belonging to the Adopter arising out of any act or occurrence from the effective date of this Agreement directly related to the adoption of or behavior of [REDACTED], a spayed/ neutered Australian Cattle Dog or Australian Cattle Dog Mix (hereafter referred to as "Adopted Dog"). The waiver includes, without limitation, any claim against New Hope Cattle Dogs or any of its successors, predecessors or affiliate business entities, or against its or their respective, current or former directors, officers, shareholders, agents, insurance companies, representatives, servants, employees, attorneys or assigns (collectively referred to as "Released Parties"), with respect to any matter arising out of the adoption of [REDACTED] and with respect to any other claim, matter or event arising prior to the effective date of this Agreement. This Agreement includes, but is not limited to : (i) the release of any claims alleging a misrepresentation of the nature of the Adopted Dog; (ii) the release of any claims alleging a misrepresentation regarding the health of the Adopted Dog; (iii) the release of any responsibility or liability for the Adopted Dog's behavior or conduct after the effective date of this Agreement; and (iv) Adopter's acceptance of the risk of the Adopted Dog previously contracting rabies, and hereby releases and holds harmless New Hope Cattle Dogs of any liability or results from the contraction of rabies.

b. Adopter's waiver of rights is given only in exchange for consideration.

3. **Representation of Dog.** The Adopter hereby declares that neither representations about the nature of Adopted Dog nor any representations regarding the health and extent of legal liability of financial responsibility have induced the Adopter to make this Release and Indemnity Agreement.

4. **Payments to New Hope Cattle Dogs.** New Hope Cattle Dogs will release the Adopted Dog to Adopter upon payment of adoption fee and agrees to provide the Adopted Dog's shot and health records, if available. The Adopter will pay New Hope Cattle Dogs an adoption donation of (please check one):

\$250.00 for a puppy under 1 year, \$200.00 for a dog over 1 year, \$150.00 for a special needs or senior dog, which is refundable less a \$50 administration fee, should the Adopted Dog not be a good fit in your home as long as the dog is returned to New Hope Cattle Dogs in good health and condition with all its' records and belongings provided by NHCD at time of adoption within fourteen (14) days of the date of this contract. Please note that this donation is to cover routine medical care of the Adopted dog while under the ownership of New Hope Cattle Dogs, but does not cover all rescue expenses (housing, food, grooming) especially if the Adopted dog required additional medical tests, surgeries or treatment, so we would greatly appreciate a donation above and beyond the adoption donation to assist with additional costs required to rescue dogs. After fourteen days the adoption donation is non-refundable. The adopter agrees to abide by the following terms in caring for the Adopted Dog:

a. [REDACTED] (Initial) **IDENTIFICATION** - The Adopted Dog must be licensed in accordance with the laws of the jurisdiction in which the Adopter resides. The Adopted Dog will carry a form of identification with Adopter's name and phone number at all times.

- b. [REDACTED] (Initial) **LOSS** - If the Adopted Dog is lost or stolen, Adopter will notify New Hope Cattle Dogs immediately. Failure to adhere to this rule may result in the dog's Adopter forfeiting his/her ownership of the Adopted Dog.
- c. [REDACTED] (Initial) **HEALTH PROGRAM** -The Adopter will provide high quality dog food, water, shelter, protection, and any medical care needed. The Adopter understands that the Adopted Dog will be up to date on all vaccinations; however, Adopter accepts the risk of the Adopted Dog previously contracting rabies and hereby releases New Hope Cattle Dogs of any liability or results thereof. It is recommended that the Adopted Dog be given an ANNUAL heartworm check and maintained on a quality heartworm prevention program established by the Adopter's veterinarian for the rest of the Adopted Dog's life.
- d. [REDACTED] (Initial) **CONFINEMENT** - The Adopted Dog will not be allowed to roam free in populated or urban areas or in violation of any laws. The Adopted Dog will be leashed and handled by a responsible person, or kept in a safe and secure enclosure. The Adopted Dog will not be tethered or tied/chained as a means of confinement.
- e. [REDACTED] (Initial) **TRAINING** - Under no circumstances will the Adopted Dog be allowed to be used or trained as a guard dog for any agency, firm, corporation or organization. The Adopted Dog should be trained in basic obedience. A formal class is highly recommended.
- f. [REDACTED] (Initial) **TRANSPORTING** - Transporting the Adopted Dog in the open bed of a pickup is prohibited. It is recommended this Adopted Dog be crated or secured with a harness and seatbelt restraint while inside a vehicle.
- g. [REDACTED] (Initial) **TAIL DOCKING** – Tail docking will not be permitted on any Adopted Dog at anytime during its lifetime unless specifically recommended by a veterinarian as a medically necessary procedure. Written approval from New Hope Cattle Dogs will be required as well as written recommendation from veterinarian along with copies of medical diagnosis and tests to prove that this is a medically necessary procedure.
5. **Microchip.** New Hope Cattle Dogs will implant the 24Petwatch non-ISO microchip in the Adopted Dog. The 24Petwatch microchip will be registered to the owner and registered to New Hope Cattle Dogs as a secondary contact.
6. [REDACTED] (Initial) Acceptance of **Financial Responsibility.** The Adopter understands that New Hope Cattle Dogs cannot be responsible for the behavior of this Adopted Dog after the effective date of this Agreement, and the Adopter accepts full legal, custodial and financial responsibility for the Adopted Dog's actions.
7. [REDACTED] (Initial) **Adopter's Possession of Adopted Dog. Adopter agrees to keep this Adopted Dog for its entire lifetime. If for any reason Adopter cannot maintain possession of Adopted Dog, Adopter agrees to return Adopted Dog to New Hope Cattle Dogs. Adopter agrees not to sell, trade or transfer ownership of Adopted Dog to anyone, including, but not limited to, any County animal facility, animal shelter/sanctuary, medical research facility, or other rescue group without written approval from New Hope Cattle Dogs.**
8. [REDACTED] (Initial) **Euthanasia Clause.** Adopter agrees not to euthanize the Adopted Dog without written approval from New Hope Cattle Dogs unless the procedure is required to alleviate the Adopted Dog's suffering or by court order.
9. [REDACTED] (Initial) **Confinement.** If for some reason Adopter is ordered to serve more than six months time in prison or a mental facility, ownership of the Adopted Dog will be returned to New Hope Cattle Dogs.
10. **Reservation of Rights.** New Hope Cattle Dogs reserves the right to follow through on this adoption in order to protect the welfare of the Adopted Dog. If the Terms and Conditions of this Agreement are not upheld by the Adopter, and/or if any misrepresentations have been made to New Hope Cattle Dogs by said Adopter, New Hope Cattle Dogs reserves the right to terminate this Agreement, and New Hope Cattle Dogs may reclaim the Adopted Dog immediately, without notice, from the Adopter's home or premises. As such, the adoption fee is nonrefundable and will be considered a donation. If the Adopted Dog proves to not be a good "fit" for the said Adopter, the adoption fee is nonrefundable; however, a replacement dog may be issued if the Adopted Dog is returned within 15 days of this agreement and all the terms and conditions are abided by.
11. **Attorneys' Fees and Costs.** If New Hope Cattle Dogs prevails in a legal action against Adopter to either enforce the terms of this Agreement or regain possession of the Adopted Dog, Adopter agrees to pay New Hope Cattle Dogs' reasonable attorneys' fees and costs, including court costs.

12. **Severability and Applicable Law.** Should any of the provisions of this Agreement be rendered invalid by a court or government agency of competent jurisdiction, this shall not in any way or manner affect the enforceability of the other provisions of this Agreement, which shall remain in full force and effect. The laws of the State of Arizona shall govern the validity and interpretation of this Agreement.

13. **No Admission of Liability.** By entering into this Agreement, neither New Hope Cattle Dogs nor any other Released Party admits any liability whatsoever regarding the adoption of the Adopted Dog or that the adoption fee payment, if any, was made to terminate further controversy respecting any claims for damages that Adopter has asserted or may personally or through personal representatives assert hereafter because of the adoption of Adopted Dog.

14. **Paragraph Headings.** Paragraph headings in this Agreement are included for convenience of reference only and are not a part of this Agreement for any other purpose.

BY SIGNING THIS CONTRACT, I AGREE TO ALLOW AGENTS OF NEW HOPE CATTLE DOGS TO ENTER MY PROPERTY FOR THE PURPOSE OF REMOVING THIS ADOPTED DOG FROM MY CUSTODY IF I DO NOT COMPLY WITH THE ABOVE TERMS.

I have read and received a copy of, and hereby agree to abide by, ALL THE TERMS AND CONDITIONS of this Agreement.

ADOPTER #1

Printed Name: _____ Drivers License #/State: _____

Signature: _____ Date: _____

Phone #: _____ Work/Cell #: _____

ADOPTER #2

Printed Name: _____ Drivers License #/State: _____

Signature: _____ Date: _____

Phone #: _____ Work/Cell #: _____

Home Street Address

Name and Phone # of relative/friend (not residing in your home) who can always reach you

City, State and Zip Code

Adopter #1's Email Address

Relative/friend E-mail Address

Adopter #2's Email Address

FOR NEW HOPE CATTLE DOG'S AGENT ONLY:

Signature of Agent

Printed Name of Agent

Date