

ADOPTION AGREEMENT AND RELEASE

Northeastern Wyoming German Shepherd Rescue, in consideration of the sum of \$ _____, the receipt of which is acknowledged by

_____ (representative), releases the full responsibility and ownership for _____ (dog's name and ID) to the undersigned adopter, hereinafter describer as "owner". The undersigned adopter does hereby release and covenant to hold harmless Northeastern Wyoming German Shepherd Rescue and its members and officers from any claims, damages, costs or actions incurred as a result of this adoption or caused by the actions of the dog transferred herein.

This agreement relates to the following German Shepherd and adopter:

Description of German Shepherd

Name _____ Sex _____

Approximate age _____ Color _____

Distinguishing marks _____

Adopter

Name _____

Address _____

Phone Home _____

Work _____

Cell _____

I, _____, understand and agree to accept the following conditions and restrictions in order to be eligible to adopt the German Shepherd (hereinafter referred to as the "dog") described above.

1) Non-Breeding: If the dog has not been spayed/neutered at the time of adoption, I agree to have this dog spayed/neutered by _____ (date). I will provide Northeastern Wyoming German Shepherd Rescue with written evidence of this surgery within ten (10) days after it is performed. Spay/neuter deposit collected, \$ _____. It is understood the dog will never be used for breeding.

2) Health: The dog will be placed on an inoculation program as prescribed by a licensed veterinarian in order to assure and maintain the health of the dog. The dog will receive rabies vaccination and be licensed in accordance with state and local ordinances and will wear an identification tag. The dog will be tested for heartworm and a heartworm preventative will be administered as prescribed by a veterinarian (as appropriate for the geographic area).

3) Care: The owner accepts full responsibility for maintaining a reasonable level of care for this dog including food, water, grooming, adequate sanitation, exercise, attention, safety, humane treatment and shelter.

4) Control: The dog will not be kept tied or chained or be allowed to run loose off the adopter's property (except if involved in bona fide sporting events). The dog will be under voice control or on lead when not within the boundaries of the adopter's property.

5) Transfer of Ownership: This dog will not be transferred to any other person or humane society/shelter by the adopter. If for any reason the adoption is not satisfactory, the dog will be returned to Northeastern Wyoming German Shepherd Rescue.

6) Reservation of Rights: Northeastern Wyoming German Shepherd Rescue reserves the right to an ongoing review of this adoption and to follow-up on any complaints or reports to protect the welfare of this dog. If the terms of this agreement are not satisfactorily upheld by the owner, and/or if any misrepresentations have been made to Northeastern Wyoming German Shepherd Rescue in order to obtain this dog, Northeastern Wyoming German Shepherd Rescue reserves the right to void the contract and demand the return of the dog to Northeastern Wyoming German Shepherd Rescue by the adopter. The owner acknowledges Northeastern Wyoming German Shepherd Rescue makes no representation as to the condition, temperament, personality features or other aspects of the dog, and owner agrees to waive any claim against Northeastern Wyoming German Shepherd Rescue as a result of Northeastern Wyoming German Shepherd Rescue furnishing the dog to the owner or of any claims, damages, injuries and/or other losses which may in the future be suffered by owner or others, as a result of

- a) the placement of the dog with the owner,
- b) the future conduct of the dog,
- c) the future conduct of the owner with the dog.

Specifically, and without limitation, owner agrees that any negligence of Northeastern Wyoming German Shepherd Rescue by action or inaction is hereby waived.

To the extent necessary to uphold the intent of this Agreement, this Agreement shall be, if necessary to effectuate its terms, construed as a contractual assumption of risk and/or an exculpatory agreement and, as such, shall exclude all claims in an exculpatory fashion and the assumption of risk in an assumption fashion.

Additionally, this Agreement shall bar all claims by others than owner which might arise out of any harm or damage suffered by owner to that extent, and this Agreement is intended to bind third parties who do not sign this Agreement. Further, the exculpatory nature of this Agreement and the assumption of risk are complete and not necessarily those which fall within the express contemplation of the parties.

This agreement shall be construed in accordance with, and governed by, the laws of the State of Wyoming .

This Agreement contains the entire agreement between the parties relating thereto. All prior negotiations or stipulations concerning this matter which preceded or accompanied the execution hereof, are conclusively deemed to be superseded hereby; provided, however that the Agreement may, in the future, be altered by written agreement or by an executed oral agreement and not otherwise.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in now way be affected, impaired or invalidated thereby.

Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors, nor is anything in this agreement intended to release or discharge the obligation or liability of any third parties to any party in this Agreement, nor shall any provision give any third party person any right of subrogation or action over or against any party to this Agreement.

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief which it or they may be entitled to.

The waiver, express or implied, or any covenant or condition of this Agreement shall not constitute a waiver of any other covenant or condition or an invalidation of this Agreement.

Each individual executing this Agreement represents and warrants to each of the parties hereto that he/she has the requisite capacity, authority, and right to sign this Agreement on behalf of the party so designated. Further, the individual signing this Agreement on behalf of the party so designated, and that such signature fully and irrevocably binds the party so designated. Further, the individual signing in such representative capacity hereby warrants and agrees to deliver a

signed copy of this Agreement to the records and files and official acts of the party so designated.

In addition to the foregoing, owner agrees to hold Northeastern Wyoming German Shepherd Rescue harmless from any claim or suit filed by any third party and said hold harmless shall include defense costs including attorney's fees of Northeastern Wyoming German Shepherd Rescue incurred in the defending of any such claim or action.

Signature of Adopter

Date

Signature of Northeastern Wyoming German Shepherd Rescue representative

Date