

Adoption Contract

San Antonio Doberman Advocacy and Rescue

ADOPTION, RELEASE AND INDEMNITY AGREEMENT. AGREEMENT made this _____ day of _____, 20_____, between San Antonio Doberman Advocacy and Rescue (hereinafter "Doberman Rescue"), represented by Doberman Rescue's agent Margo Marsh, an individual who resides at 6324 CR 4514, Devine, TX 78016 Tel. (830) 985-3853 (hereinafter "Rescuer"), and [Print Full Name Here] _____ (hereinafter "Adopter") an individual who resides at: [Print Street Address Here] _____, City/State/Zip: [Print City, State, Zip Here] _____; Tel: [Print Telephone Number Here] _____; Email: [Print Email Address Here] _____; Driver's License [Print Driver's License State and Number Here] _____ WHEREAS, Rescuer has custody, on behalf of Doberman Rescue, of the following canine (hereinafter "Dog"):
Breed: Doberman Pincher; Sex _____; Age (est.): _____; Color: _____; Name: _____; Microchip#: _____; Date Rescued: _____; Rescued from: _____; and WHEREAS, Adopter wishes to take custody of Dog: NOW, THEREFORE, for and in consideration of Rescuer's relinquishment of custody of Dog, Adopter hereby gives and grants unto Rescuer and Doberman Rescue, 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 DOBERMAN RESCUE (AND ITS OFFICERS, BOARD OF DIRECTORS AND MEMBERS) SHALL NOT BE LIABLE TO ADOPTER ON ANY THEORY OF LEGAL LIABILITY INCLUDING THE SOLE OR CONCURRENT NEGLIGENCE OF RESCUER AND/OR DOBERMAN RESCUE (AND ITS OFFICERS, BOARD OF DIRECTORS AND MEMBERS), FOR ANY INJURY, DEATH OR DAMAGE DIRECTLY OR INDIRECTLY CAUSED BY DOG. ADOPTER DOES HEREBY RELEASE RESCUER AND DOBERMAN RESCUE (AND ITS OFFICERS, BOARD OF DIRECTORS AND MEMBERS) FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, OR CAUSES OF ACTION WHICH MAY ARISE OUT OF OR BE BROUGHT AGAINST RESCUER AND/OR DOBERMAN RESCUE (AND/OR ITS OFFICERS, BOARD OF DIRECTORS AND MEMBERS) BY VIRTUE OF THE RELEASE OF DOG TO ADOPTER. IT IS THE EXPRESSED INTENTION OF ADOPTER, RESCUER, AND DOBERMAN RESCUE THAT THE RELEASE PROVIDED FOR IN THIS PARAGRAPH IS DESIGNED AND INTENDED TO PROTECT RESCUER, AND DOBERMAN RESCUE (AND ITS OFFICERS, BOARD OF DIRECTORS, AND MEMBERS) 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 DOBERMAN RESCUE (AND ITS OFFICERS, BOARD OF DIRECTORS AND MEMBERS) IN OBTAINING CUSTODY OF DOG, IN PROVIDING CARE FOR DOG, OR IN FAILING TO PROVIDE TIMELY OR ADEQUATE WARNING TO ANY PERSON CONCERNING DOG.

INDEMNIFICATION

ADOPTER EXPRESSLY AGREES TO DEFEND, PAY, INDEMNIFY AND HOLD HARMLESS RESCUER AND DOBERMAN RESCUE (AND ITS OFFICERS, BOARD OF DIRECTORS AND MEMBERS) 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 DOBERMAN RESCUE THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS DESIGNED AND INTENDED TO PROTECT RESCUER AND DOBERMAN RESCUE (AND ITS OFFICERS, BOARD OF DIRECTORS AND MEMEBERS) 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 THE RESCUER OR DOBERMAN RESCUE IN OBTAINING CUSTODY OF DOG. IN PROVIDING CARE FOR DOG, OR IN FAILING TO PROVIDE TIMELY OR ADEQUATE WARNING TO ANY PERSON CONCERNING DOG

NO WARRANTIES OR REPRESENTATIONS

ADOPTER UNDERSTANDS THAT RESCUER AND DOBERMAN RESCUE 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 DOBERMAN RESCUE (AND ITS OFFICERS, BOARD OF DIRECTORS, AND MEMBERS) 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.

ADOPTER further promises, covenants and agrees:

1. To care for Dog lovingly (including, but not limited to, adequate food, shelter, water, veterinary care and love)
2. To ensure Dog is maintained on heartworm prevention and keep all immunizations current and updated according to veterinarian's schedule.
3. To take dog to said veterinarian for an initial visit and purchase of heartworm preventive on or before _____;
4. To license Dog in accordance with the laws and ordinances and to abide by the leash laws and ordinances of the municipality, county and state in which Adopter lives;
5. To keep Dog as a house pet, to be exercised in a fenced yard or on a leash, and not to be allowed to roam the streets; And to ensure that dog wears a collar and identification tags when away from home.
6. To not allow Dog to ride in the open bed of a pick-up truck;
7. Not to sell, trade, or dispose of Dog, in any way. If Adopter cannot keep Dog or chooses to no longer keep dog, Adopter will return Dog to Doberman Rescue. Doberman Rescue reserves the right to refund none or only a portion of Adopters adoption donation, if any (at Doberman Rescue's option);
8. That Dog shall not be used for any medical or experimental purposes; shall not be kept chained or tied; shall not be used for breeding; and shall not be trained or used as an attack or guard dog;
9. That Doberman Rescue reserves the right to examine and make inquiry about Dog at any time. If Adopter fails to keep Dog in accordance with the terms of this Agreement, Doberman Rescue may retake custody of Dog without refunding adoption donation, if any, and without recourse by Adopter;
10. That no AKC registration certificate, if applicable, will be transferred to Adopter;
11. That if Dog is not spayed or neutered before its adoption by Adopter, that Adopter 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;
12. That all information contained on Adopter's Adoption Application is true and correct. If any information contained on Adopter's Adoption Application is untrue, Adopter expressly agrees that Doberman Rescue may retake custody of Dog without refunding adoption donation, if any and without recourse by Adopter;
13. That the breach by Adopter of this agreement would damage Doberman Rescue in a way that could not be adequately compensated by monetary damages. The parties therefore agree that the breach or threatened breach by Adopter of this Agreement may appropriately be restrained by an injunctive order for Adopter to return Dog to Doberman Rescue, granted by a court of appropriate jurisdiction. Adopter further agrees that the actual damages that might be sustained by Doberman Rescue by reason of the breach by Adopter of this Agreement are uncertain and would be difficult of ascertainment, and that, in addition to the injunctive relief agreed to about, the sum of \$800 would be responsible compensation for such monetary damages and attorney's fees. Adopter hereby promises to pay, and Doberman Rescue hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach;
14. That this Agreement shall be governed and construed in accordance with the laws of the State of Texas; and
15. That any disputes between the parties to the Agreement concerning the subject matter of this Agreement shall be submitted for resolution to the court of Medina County, Texas.

Adopter

Rescuer

Please print, complete and mail to:

SADAR

6324 CR 4514

Devine, Tx 78015

Or email to:

Margo Marsh @ 830-985-3853

or

mjmmarsh@msn.com