



Alamo City Pit Bull
RESCUE & REHABILITATION

ADOPTION, RELEASE AND INDEMNITY AGREEMENT

AGREEMENT made as of the date set forth above. WHEREAS, Adopter wishes to take custody of Pet:

Name (Adopter): _____

Name (Pet): _____ Sex: Male Female

Color: _____ Age (estimated): _____

Altered: Spayed Neutered Heartworm Status: Pos Neg

Date: _____

Microchipping in the Pet Recovery services provided by HomeAgain or Avid is included in your adoption fee. You are responsible for enrollment and keeping it current. Alamo City Pit Bull Rescue and Rehabilitation (ACPBRR) will remain as the Primary contact and Adopter will be enrolled as the Alternate contact.

NOW, THEREFORE, for and in consideration of ACPBRR's relinquishment of custody of Pet and other good and valuable consideration provided to Adopter by ACPBRR, which Adopter acknowledges is good and sufficient consideration for Adopter's agreements herein, Adopter hereby gives and grants unto ACPBRR, as a basis on which Pet is released, this Adoption, Release and Indemnity Agreement, and promises, covenants and agrees as follows:

HOLD HARMLESS/ INDEMNIFICATION

ACPBRR (AND ITS OFFICERS, BOARD OF DIRECTORS, VOLUNTEERS, AFFILIATED ENTITIES, AND/OR AGENTS) SHALL NOT BE LIABLE TO ADOPTER ON ANY THEORY OF LEGAL LIABILITY INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF ACPBRR (AND/OR ITS OFFICERS, BOARD OF DIRECTORS, VOLUNTEERS AND/OR AGENTS), FOR ANY INJURY, DEATH OR DAMAGE DIRECTLY OR INDIRECTLY CAUSED BY PET. ADOPTER DOES HEREBY RELEASE ACPBRR (AND ITS OFFICERS, BOARD OF DIRECTORS, VOLUNTEERS AND/OR AGENTS) FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, OBLIGATIONS, DEMANDS, OR CAUSES OF ACTION, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING OUT OF OR RELATING IN ANY WAY TO PET OR ACPBRR'S RELEASE OF PET TO ADOPTER. IT IS THE EXPRESSED INTENTION OF

_____ADOPTER'S INITIALS

ADOPTER AND ACPBRR THAT THE RELEASE PROVIDED FOR IN THIS PARAGRAPH IS DESIGNED AND INTENDED TO PROTECT ACPBRR (AND ITS OFFICERS, BOARD OF DIRECTORS, VOLUNTEERS, AND/OR AGENTS) FROM ANY PERSONAL INJURY CLAIMS BY ADOPTER OR OTHERS AND FROM THE CONSEQUENCES OF ANY HARM, BEHAVIOR, OR OTHER ACTION BY PET, AND FROM THE CONSEQUENCES OF ANY ACT OR OMISSION OR NEGLIGENCE ON THE PART OF ACPBRR (AND ITS OFFICERS, BOARD OF DIRECTORS, VOLUNTEERS AND/OR AGENTS) IN OBTAINING CUSTODY OF PET, IN PROVIDING CARE FOR PET, IN TRAINING OR NOT TRAINING PET, OR IN FAILING TO PROVIDE TIMELY OR ADEQUATE WARNING TO ANY PERSON CONCERNING PET.

ADOPTER further promises, covenants and agrees:

- _____ 1. to pay an adoption fee in regard to this adoption prior to the transfer of said pet to the Adopter. The adoption fee is **NON-REFUNDABLE** even if the pet is returned to ALAMO CITY PIT BULL RESCUE AND REHABILITATION.

- _____ 2. to never sell, trade, or give away this pet to anyone. I will never relinquish this pet to any shelter or pound, whether "no-kill" or otherwise. I will notify ALAMO CITY PIT BULL RESCUE AND REHABILITATION if I am unable or unwilling to keep this pet for any reason, and I will return this pet to ALAMO CITY PIT BULL RESCUE AND REHABILITATION after arrangements have been made for such return. Returns may **ONLY** be done during the business hours of 9am-5pm and only after training has been completed. A written notice of completion is required. If this pet is lost or stolen, I will notify ALAMO CITY PIT BULL RESCUE AND REHABILITATION immediately. I am responsible for making travel arrangements to return the dog.

- _____ 3. that all future medical and health maintenance treatments are my responsibility unless ALAMO CITY PIT BULL RESCUE AND REHABILITATION has specifically agreed in writing to pay for them under the "special provisions" at the end of this contract. I will seek immediate (at time of injury or signs of illness) veterinary care if this pet becomes ill or is injured. I understand this is for the lifetime of the pet. I will administer monthly heartworm preventative to the pet year-round. If the pet is heartworm positive, I understand that Heartgard® or ivermectin is the only preventative that may be administered, as any other type could cause the pet to become seriously ill or even die. If the pet is heartworm positive, I will follow a heartworm treatment plan recommended by a veterinarian approved by ALAMO CITY PIT BULL RESCUE AND REHABILITATION.

- _____ 4. to keep all immunizations current and updated according to a veterinarian's schedule. I give my permission for the release of all medical records to ALAMO CITY PIT BULL RESCUE AND REHABILITATION at any time for the purpose of medical and vaccination follow up for the lifetime of the pet.

- _____ 5. to keep the Pet primarily indoors, interacting with my family, and will not to be banished to the back yard. I will never tie my pet to a chain or rope or leave him/her unattended for long periods. The Pet will be exercised in a fenced yard or on a leash, and not be allowed to roam the streets.

_____ADOPTER'S INITIALS

- _____6. that the pet SHALL NOT be physically altered in any manner (docking tails, cropping ears, declawing, etc.).
- _____7. to comply with all state and local ordinances in the confinement, care, and licensing of this pet. I will reclaim this pet promptly and pay any required fees if it is picked up by an animal control agency. IF THIS DOG IS EVER STOLEN OR LOST, ADOPTER AGREES THAT HE/SHE WILL TAKE ALL REASONABLE STEPS TO FIND THE DOG AND WILL IMMEDIATELY NOTIFY ACPBRR. SUCH REASONABLE STEPS INCLUDE, BUT ARE NOT LIMITED TO, POSTING SIGNS IN THE VICINITY OF WHERE THE DOG WENT MISSING AND CHECKING AREA POUNDS AND SHELTERS.
IN THE EVENT THAT RESCUE SERVICE OR ANY OF ITS AGENTS HAVE TO RETREIVE THE DOG FROM ANY POUND, SHELTER OR PERSON THAT IS IN POSSESSION OF THE DOG AFTER ADOPTER HAS BEEN NOTIFIED, ADOPTER AGREES TO IMMEDIATELY REIMBURSE RESCUE SERVICE OR ITS AGENT FOR ANY AMOUNTS EXPENDED IN PROCURING THE DOG'S SAFE RETURN AND RESCUE SERVICE RESERVES THE RIGHT IN ITS SOLE AND ABSOLUTE DISCRETION TO DETERMINE WHETHER THE DOG SHALL BE RETURNED TO ADOPTER OR RETAINED BY US. Rabies and ID tags will be kept on the animal at all times.
- _____8. THAT ALAMO CITY PIT BULL RESCUE AND REHABILITATION RESCUE DOES NOT MAKE ANY GUARANTEES REGARDING THE AGE, NATURE, TEMPERAMENT, OR HEALTH OF THIS PET. Adopter assumes all risks and responsibility including the financial responsibility of ownership of this pet once he/she is in my possession and that ALAMO CITY PIT BULL RESCUE AND REHABILITATION RESCUE is not in any way responsible for such costs incurred.
- _____9. that if I fail to fully and timely comply with the terms of this contract, I will, voluntarily, immediately release ownership, possession, custody and control of this pet to ALAMO CITY PIT BULL RESCUE AND REHABILITATION, and if I fail to do so, ALAMO CITY PIT BULL RESCUE AND REHABILITATION will be entitled to enforce specific performance of this contract in addition to any other legal remedy available to ALAMO CITY PIT BULL RESCUE AND REHABILITATION. IF LEGAL OR COURT COSTS ARE INCURRED, I AM RESPONSIBLE FOR THE COST OF THOSE.
- _____10. that all information in the Adoption Application is true, complete and correct and agree that any false or misleading statement thereon will constitute a breach of this contract. If any information contained on Adopter's Adoption Application is untrue, Adopter expressly agrees that ACPBRR may retake custody of Pet without refunding adoption fee and without recourse by Adopter and adopter agrees to relinquish such pet to ALAMO CITY PIT BULL RESCUE AND REHABILITATION.
- _____11. that this Agreement shall be governed and construed in accordance with the laws of the State of Texas; and
- _____12. that any disputes between the parties to this Agreement concerning the subject matter of this Agreement shall be submitted for resolution to the courts of Bexar County, Texas.

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- ____13. I am at least 21 years of age.
- ____14. I agree to allow ALAMO CITY PIT BULL RESCUE AND REHABILITATION to use the photo taken at the adoption of my pet, along with any photography I provide to ALAMO CITY PIT BULL RESCUE AND REHABILITATION, quotes and information about this adoption written in a story format on their web site, press releases and other forms of media communications.
- ____15. I understand that during the ONE WEEK HOLD (**you must give your new pet a minimum of 7 days to adjust prior to returning**), I will make every effort to welcome a new pet and understand that there is always an adjustment period and that my new animal might not be perfect right away. If there are issues following the adoption being finalized, I/we agree to contact a behavior modification specialist for advice on how to correct the issue/behavior. Proof that contact to a trainer was made about the issue is required prior to returning. ACPBRR has a list of recommended trainers if needed.
- ____16. Special provisions of this contract, if any, are as follows:

My signature below affirms that I have read and agree to all the above conditions:

SIGNED, this _____ day of _____, 2020

ALAMO CITY PIT BULL RESCUE AND REHABILITATION

Signature of Adopter(s)

Signature of ACPBRR Representative

Signature of Adopter(s)

ACCEPTED BY ALAMO CITY PIT BULL RESCUE AND REHABILITATION	Adoption Fee Received _____ Additional Contribution Received _____ Cash _____ Check _____
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