



ADOPTION, RELEASE, AND INDEMNITY AGREEMENT

Name (Adopter): _____

Name (Pet): _____ Sex: Male Female Color: _____

Age (estimated): _____ Altered: Spayed Neutered

HOLD HARMLESS/ INDEMNIFICATION

BE THEIR VOICE RESCUE (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 BE THEIR VOICE RESCUE (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 BE THEIR VOICE RESCUE (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 BE THEIR VOICE RESCUE'S RELEASE OF PET TO ADOPTER. IT IS THE EXPRESSED _____(ADOPTER'S INITIALS) INTENTION OF ADOPTER AND BE THEIR VOICE RESCUE THAT THE RELEASE PROVIDED FOR IN THIS PARAGRAPH IS DESIGNED AND INTENDED TO PROTECT BE THEIR VOICE RESCUE (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 BE THEIR VOICE RESCUE (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 INITIAL EACH LINE to further promise, covenant and agree:

_____ 1. To pay an adoption fee regarding 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 BE THEIR VOICE RESCUE.

_____ 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 BE THEIR VOICE RESCUE if I am unable or unwilling to keep this pet for any reason, and I will return this pet to BE THEIR VOICE RESCUE after arrangements have been made for such return. If this pet is lost or stolen, I will notify BE THEIR VOICE RESCUE immediately.

_____ 3. That all future medical and health maintenance treatments are my responsibility. 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.

_____ 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 BE THEIR VOICE RECORD 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.

_____ 6. That the pet SHALL NOT be physically altered in any manner (docking tails, cropping ears, declawing, etc.)

_____ 7. I assume all risk and responsibility including the financial responsibility of ownership of this pet once he/she is in my possession and that BE THEIR VOICE RESCUE is not in any way responsible for such costs incurred.

_____ 8. 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 BE THEIR VOICE RESCUE and if I fail to do so, BE THEIR VOICE RESCUE will be entitled to enforce specific performance of this contract in addition to any other legal remedy available to BE THEIR VOICE RESCUE. **IF LEGAL OR COURT COSTS ARE INCURRED, I AM RESPONSIBLE FOR THE COST OF THOSE.**

_____ 9. 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 BE THEIR VOICE RESCUE may retake custody of Pet without refunding adoption fee and without recourse by Adopter and adopter agrees to relinquish such pet to BE THEIR VOICE RESCUE.

_____ 10. I agree to allow BE THEIR VOICE RESCUE to use the photo taken at the adoption of my pet, along with any photography I provide to BE THEIR VOICE RESCUE, quotes and information about this adoption written in a story format on their web site, press releases and other forms of media communications.

_____ 11. I understand that during the ONE WEEK HOLD (**you must give your new pet a minimum of 7 days to adjust prior to returning UNLESS dangerous circumstances**), 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.

_____ 12. I understand that I am adopting a shelter/stray pet and/or a power breed (pitbull etc) and my new dog may need training in order to acclimate. Before returning this pet, you must show proof that you have tried professional training in order to exhaust all remedies to make your rescue dog work out in your household. We are a rescue, and we do not have fosters on hand, so in the event of a return, you will be responsible to hold onto your rescue dog until another home is found. Do you understand and agree?

My signature below affirms that I have read and agree to all the above conditions 1- 12:

SIGNED, this _____ day of _____,

BE THEIR VOICE RESCUE

Signature of Adopter(s)

Signature of BE THEIR VOICE Representative

ACCEPTED BY BE THEIR VOICE RESCUE

Adoption Fee of \$250 Received _____

Be Their Voice Rep _____

Date _____