

**SPCA of Tennessee**  
**INDEMNITY AND HOLD-HARMLESS AGREEMENT**

THIS AGREEMENT is executed effective on this day of \_\_\_\_\_ by \_\_\_\_\_ whose full address is \_\_\_\_\_, hereinafter referred to as "INDEMNOR".

In favor of and for benefit of SPCA of Tennessee, a Tennessee Not-for-Profit Corporation located at PO Box 1014, Brentwood, TN 37024-1014 and all of its officers, directors, employees, volunteers and agents, individually and collectively without limitation hereinafter collectively referred to as "SPCA of Tennessee". For good and valuable consideration, the receipt and sufficiency of which is being acknowledged for it and its officers, employees, agents and members, INDEMNOR does hereby agree, irrevocably, as follows:

1. To indemnify and hold harmless SPCA of Tennessee from and for, any and all liability, claims, suits, proceedings, demands, losses, injury, damages or expense of any name or nature. Including administrative orders and proceeding and arbitration, which SPCA of Tennessee sustains or incurs, including all claims regarding property loss, personal injury or death, resulting in any way, or in any manner connected with INDEMNOR's adoption of an animal hereinafter referred to as "PET" identified by SPCA of Tennessee name, \_\_\_\_\_, and Microchip Number \_\_\_\_\_.
2. INDEMNOR assumes full risk of any loss, injury or damages whatsoever occurring, caused by, or related directly or indirectly to PET upon or after transfer of PET to INDEMNOR.
3. This right of indemnity shall include attorney's fees and any and all civil or administrative defense costs as incurred.
4. This Agreement is also a covenant not to sue SPCA of Tennessee for any cause or matter referred to herein and INDEMNOR agrees that the provisions contained herein are intended to be as broad and inclusive as permitted by

laws of the State of Tennessee. If any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect.

5. INDEMNOR acknowledges that SPCA of Tennessee has informed INDEMNOR that, in SPCA of Tennessee's professional opinion, PET needs a guardian experienced with rehabilitating animals with behavior issues, including aggression toward people and/or other animals. INDEMNOR further acknowledges that SPCA of Tennessee is transferring ownership of PET to INDEMNOR solely and exclusively because INDEMNOR has identified him or herself as qualified and willing to take on such PET.

IN WITNESS WHEREOF, INDEMNOR has executed this document, with full and complete knowledge of its effects, as of the day and date first above written.

INDEMNOR: \_\_\_\_\_

Print Name: \_\_\_\_\_

SPCA of Tennessee Staff: \_\_\_\_\_

Print Name: \_\_\_\_\_