

# ADOPTION WAIVER OF LIABILITY AGREEMENT

Waymaker Rescue  
P.O. Box 723  
Tahlequah, OK 74465  
Phone number: \_\_\_\_\_



## ADOPTED ANIMAL DESCRIPTION

DOG/CAT \_\_\_\_\_ BREED \_\_\_\_\_ SEX \_\_\_\_\_  
DATE SPAYED \_\_\_\_\_  
NAME \_\_\_\_\_ DOB \_\_\_\_\_ COLOR \_\_\_\_\_  
DISTINGUISHING MARKS \_\_\_\_\_

I, \_\_\_\_\_, hereafter referred to as the adopter, hereby agree that the above-described animal is being adopted by me solely as a pet for myself and/or my immediate family. I agree that I will not sell, give away or otherwise dispose of said animal to any person(s), dealer, retailer, auction, institute, or any other entity for any reason. If at a later date I am unable or unwilling to keep this pet, I agree to first contact Waymaker Rescue and give them the option to reclaim said pet at no charge. Initial \_\_\_\_\_

I hereby agree to care for the above-described pet in a humane and responsible manner and to provide it with clean and adequate shelter, food, water, and veterinary care. I further agree that said pet shall be supervised when outside unless in a secure, fenced in yard and said pet shall not be allowed to roam freely. Initial \_\_\_\_\_

I hereby agree that this pet will always wear a collar or harness with identification tags. Initial \_\_\_\_\_

I hereby agree that the adoption fee of \$ \_\_\_\_\_ helps to cover Waymaker Rescue's expense of raising and caring for the animal and is not refundable after a trial period of 14 days. Initial \_\_\_\_\_

If I am adopting a dog that is too young to spay/neuter prior to adoption, I agree to get the dog spayed/neutered between 6-8 months old per my veterinarian's recommendation. I understand that Waymaker Rescue will pay for the spay/neuter surgery through my veterinarian. Initial \_\_\_\_\_

I hereby understand and agree that Waymaker Rescue makes no representations or warranties, expressed or implied, about the above-mentioned animal's temperament and is hereby absolved from any liability for future damages or injuries caused by said animal. Initial \_\_\_\_\_

I also understand and agree that Waymaker Rescue gives no guarantees, expressed or implied, of the suitability of the animal to the adopter and/or his family. Initial \_\_\_\_\_

I acknowledge that, due to the unpredictable nature of animals, certain risks and dangers may occur while caring for an animal, including risks of injury to person and property, and that I have voluntarily agreed to make the adoption contemplated herein with full knowledge of such risks and hereby voluntarily assume all such risks. Initial \_\_\_\_\_

I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death occurring to me or third parties as a result of any action or activity of any animal(s) adopted by me from Waymaker Rescue, wherever and however the same may occur which may have against Waymaker Rescue or any of its directors, officers, agents, employees or volunteer, including, without limitation, Waymaker Rescue, whether the same shall arise by the negligence or said person or otherwise. IT IS MY INTENTION BY THIS INSTRUMENT TO EXEMPT AND RELIEVE WAYMAKER RESCUE FROM ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR OTHERWISE. Initial \_\_\_\_\_

I hereby agree to hold Waymaker Rescue and its directors, officers, agents and/or employees, including, without limitation, harmless and indemnity them from and against any liability, claims, judgments or expenses I may incur arising out of my adoption of an animal from Waymaker Rescue and/or my ownership or care of any such animal thereafter. Initial \_\_\_\_\_

If any portion of this agreement is held invalid, it is agreed the balance thereof shall continue in full legal force and effect. Initial \_\_\_\_\_

This agreement is governed by the laws of the State of Oklahoma applicable to agreements entered into and fully performed therein. Initial \_\_\_\_\_

I HAVE CAREFULLY READ THE FOREGOING, AND I UNDERSTAND THAT TOGETHER THEY CONSTITUTE A DISCLAIMER OF LIABILITY BY WAYMAKER RESCUE AND A RELEASE OF ALL CLAIMS BY ME. I UNDERSTAND THAT I ASSUME ALL RISKS INHERENT IN MY DECISION TO ADOPT AN ANIMAL FROM WAYMAKER RESCUE AND ANY RELATED ACTIVITIES. I VOLUNTARILY SIGN BELOW TO EVIDENCE MY ACCEPTANCE OF THE ABOVE PROVISIONS. Initial \_\_\_\_\_

ADOPTER'S NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ ZIP CODE \_\_\_\_\_ PHONE \_\_\_\_\_

I certify that all statements made by me on this adoption agreement are true and correct. I agree that Waymaker Rescue has the right to confiscate the above-described animal in the event that any statements made by me are found to be false and/or my check for the adoption fee is returned for insufficient funds.

\_\_\_\_\_  
ADOPTER'S SIGNATURE DATE: \_\_\_\_\_

\_\_\_\_\_  
WITNESS SIGNATURE DATE: \_\_\_\_\_