



Paws and Claws Animal Rescue, Inc.  
 PO Box 223  
 Hebron, KY 41048  
 www.pawsclawsanimalrescue.com  
 pawsandclawsanimalrescue@gmail.com

### Adoption Contract

#### Adoption, Release, and Indemnity Agreement

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between Paws and Claws Animal Rescue, Inc (hereinafter PAC), represented by PAC agent \_\_\_\_\_, mailing address PO Box 223, Hebron, KY 41048, email address pawsandclawsanimalrescue@gmail.com. (hereinafter Rescuer) and \_\_\_\_\_ (hereinafter Adopter.)

Adopter's Street Address	
Adopter's City, State and Zip Code	
Adopters Phone	
Adopter's email address	
Adopter's driver's license number	

Whereas, Rescuer has custody, on behalf of PAC, the following canine/feline (hereinafter Adopted Animal)

Name:	
Breed:	
Sex:	
Age:	
Date Rescued:	
Rescued From:	
Microchip #	

Whereas, Adopter wishes to take custody of Adopted Animal: Now, therefore, for and in consideration of Rescuer's relinquishment of custody of Adopted Animal, Adopter hereby gives and grants unto Rescuer and PAC, as a basis on which Adopted Animal is released, this Adoption, Release, and Indemnity Agreement, and promises, covenants, and agrees as follows:

### **Hold Harmless**

- Rescuer and PAC (and its officers, board of directors, and members) shall not be held liable to Adopter on any theory of legal liability including the sole or concurrent negligence of Rescuer and/or PAC (and its officers, board of directors, and members) for any injury, death, or damage directly or indirectly caused by Adopted Animal.
- Adopter does hereby release Rescuer and PAC (and its officers, board of directors, and members) from any and all liability, claims, suits, demands, or causes of action which may arise or be brought against Rescuer and/or PAC (and its officers, board of directors, and members) by virtue of the release of Adopted Animal to Adopter.
- It is the express intention of Adopter, Rescuer, and PAC that the release provided in this section is designed and intended to protect Rescuer, and PAC (and its officers, board of directors, and members) from the consequences of any attack, behavior or any other action by Adopted Animal, and from the consequences of any act or omission or negligence on the part of Rescuer or PAC (and its officers, board of directors, and members) in obtaining custody of Adopted Animal, in providing care for Adopted Animal, or in failing to provide timely or adequate warning to any person concerning Adopted Animal.

### **Indemnification**

- Adopter expressly agrees to defend, pay, indemnify, and hold harmless Rescuer and PAC (and its officers, board of directors, and members) from all suits, actions, losses, damages, claims or liability of any character, type or description, court costs, and attorney's fees for injury or death to any person or animal, 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 Adopted Animal to Adopter.
- It is the express intention of Adopter, Rescuer, and PAC that the release provided in this section is designed and intended to protect Rescuer, and PAC (and its officers, board of directors, and members) from the consequences of any attack, behavior or any other action by Adopted Animal, and from the consequences of any act or omission or negligence on the part of Rescuer or PAC (and its officers, board of directors, and members) in obtaining custody of Adopted Animal, in providing care for Adopted Animal, or in failing to provide timely or adequate warning to any person concerning Adopted Animal.

### **No Warranties or Representations**

- Adopter understands that Rescuer and PAC make no warranties (express or implied) or representations as to the health, fitness, demeanor, or well-being of Adopted Animal.
- Adopter accepts Adopted Animal "as is."
- Because of this, Adopter understands that Rescuer and PAC and its officers, board of directors, and members) accept no responsibility if Adopted Animal 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 Adopted Animal lovingly (including, but not limited to, adequate food, shelter, water, veterinary care and love)
2. To ensure Adopted Animal is maintained on heartworm prevention (if dog) and keep all immunizations current and updated according to veterinarian's schedule.
3. To take Adopted Animal (if Dog) to said veterinarian for an initial visit and purchase of heartworm preventive on or before \_\_\_\_\_;

4. To license Adopted Animal (if 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 Adopted Animal as a house pet, if Dog, the Dog should be exercised in a fenced yard or on a leash. Adopted Animal is not to be allowed to roam the streets; to ensure that Adopted Animal wears a collar and identification tags when away from home;
6. To not allow Adopted Animal to ride in the open bed of a pick-up truck;
7. Not to sell, trade, or dispose of Adopted Animal, in any way. This includes, but is not limited to, rehoming Adopted Animal, depositing Adopted Animal in shelter, or euthanizing Adopted Animal. If Adopter cannot keep Adopted Animal or chooses to no longer keep Adopted Animal, Adopter will return Adopted Animal to PAC. PAC reserves the right to refund none or only a portion of Adopters adoption donation, if any (at PAC's option);
8. That Adopted Animal 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 as or used as an attack or guard Adopted Animal;
9. That PAC reserves to right to examine and make inquiry about Adopted Animal at any time. If Adopter fails to keep Adopted Animal in accordance with the terms of this Agreement, PAC may retake custody of Adopted Animal 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 Adopted Animal is not spayed or neutered before its adoption by Adopter, that Adopter will have Adopted Animal 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 PAC may retake custody of Adopted Animal without refunding adoption donation, if any and without recourse by Adopter;
13. That the breach by Adopter of this agreement would damage PAC 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 Adopted Animal to PAC, granted by a court of appropriate jurisdiction. Adopter further agrees that the actual damages that might be sustained by PAC 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 PAC 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 Kentucky; 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 Boone County, Kentucky.

Adopter Signature: \_\_\_\_\_

Rescuer Signature: \_\_\_\_\_

**\*\*\*\*\*FOR OFFICE USE ONLY\*\*\*\*\***

**Payment method:** (circle one) CASH/CHECK \*If Check, Check #: \_\_\_\_\_

**Adoption fee:** \_\_\_\_\_

**Contract and Fee turned in to Board Member:** \_\_\_\_\_ **to be filed and/or deposited on** \_\_\_/\_\_\_/\_\_\_

**\*\*Adoption fee and contract to be given to Board Member within 72 hours of adoption.\*\***