

**RELEASE AND INDEMNITY AGREEMENT  
CAROLINAS OLD ENGLISH SHEEPDOG RESCUE**

In consideration of the donation of the sum of \$1.00, the receipt of which is hereby acknowledged, the undersigned Adopter(s) do hereby forever release, discharge and covenant to hold harmless the Carolinas Old English Sheepdog Rescue hereinafter known as COESR and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors and assigns, from any and all claims, damages, cost, expenses, loss of services, actions and causes of action belonging to the said Adopter(s) arising out of any act or occurrence for the present time, and particularly on account of the adoption of:

**Dog's Name:** \_\_\_\_\_

To procure the payment of the said sum, the Adopter(s) hereby declare(s): that no representations about the nature of said dog, nor any representations regarding the nature and extent of legal liability or financial responsibility have induced the Adopter(s) to make this Release and Indemnity Agreement; that in determining the amount of said sum, there has been taken into consideration age, health, veterinarian services and care of the said dog, up to the present time.

**The undersigned hereby further agrees to abide by the "Terms of Adoption" listed below:**

**Neutering:** The said dog must be neutered or spayed by \_\_\_\_\_. Said dog may not be used for breeding purposes.

**Return:** If, for any reason, the adoption is not satisfactory to the adopting party, or if the Adopter(s) fail(s) to comply with all the terms and conditions of this Agreement, or if any misrepresentations have been made by the Adopter(s) during the entire life span of the adopted dog, the dog must be returned to the COESR. If return takes place prior to 30 days from adoption and the dog is in as good or better mental and physical condition as on the date of adoption, there will be a conditional, prorated refund of the adoption donation subject to the Rescue's decision. There will be no refunds after 30 days.

**Transfer of Ownership:** The "Rescue" dog may not be transferred to any other person, firm, corporation, or organization for any reason whatsoever.

**Security:** Said dog must not be maintained or tied outside as a yard dog, nor shall said dog be allowed off leash without supervision unless in a fenced in area. The primary and ONLY function of a "Rescue" dog is that of a house pet. We require, at all times, a fenced area or walks on a leash.

**Health Program:** The Rescue dog will be placed on an inoculation program and daily or monthly heartworm preventative established by the Adopter's veterinarian, in order to guarantee the health of the dog. ANNUAL RABIES VACCINE AND LICENSE ARE REQUIRED BY STATE LAW. Obtain license from your town clerk within 3 working days.

**Grooming:** Rescue dog will have coat maintained in a reasonable manner as described during interview. Attention to tangled areas and external parasites is important for the health of said Rescue dog.

**Reservation of Rights:** The COESR reserves the right to follow through on this adoption in order to protect the welfare of the "Rescue" dog. If the terms and conditions of this agreement are not upheld by the Adopter(s), and/or if any misrepresentations have been made to the COESR by the said Adopter(s), the COESR reserves the right to terminate this Agreement, and the adopting part must return the "Rescue" dog to the COESR.

**Attorney Fees and Costs:** Should it become necessary for the COESR to take legal action to recover an adopted dog or otherwise enforce the provisions of the Agreement, the Undersigned Adopter(s) agree(s) to pay all court costs and reasonable attorney's fees.

The undersigned understands that the parties hereby released admit no liability of any sort by reason of the said adoption and that said payment is made to terminate further controversy respecting any and all claims for damages that said Adopter(s) have theretofore asserted or might personally or through personal representative hereafter assert because of said adoption.

SIGNED AND SEALED the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**Adopting Person:** Name (print): \_\_\_\_\_ Donation Amount: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**Witness:** Signed in the presence of (print name): \_\_\_\_\_

Agent for COESR: \_\_\_\_\_

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