



Tennessee Valley Golden Retriever Rescue, Inc. Adoption Contract and Release and Indemnification Agreement

App# _____

Name of Dog:

Approx. Age:

TVGRR ID#:

Microchip#:

Name of Adopter(s)

Home Address:

Home Phone:

Cell Phone:

E-mail Address:

This Adoption Contract and Release and Indemnification Agreement (“Agreement”) is entered into on the date below, by and between Tennessee Valley Golden Retriever Rescue, Inc. (hereinafter “TVGRR”) and the above-named person and/or persons (hereinafter “ADOPTER”), for the adoption of the above-identified dog under the following terms and conditions:

TERMS AND CONDITIONS

1. The ADOPTER agrees to pay TVGRR an adoption fee of \$ _____ which is refundable within seven (7) calendar days provided that the ADOPTER personally returns the living dog to TVGRR (including any toys, medication or leashes/collars) and the ADOPTER pays any transportation or other costs incurred for the return of the dog to TVGRR.
2. The ADOPTER agrees to establish the above-named dog as a new patient, noting the ADOPTOR as owner, with a licensed veterinarian within twenty-one (21) calendar days of adoption. The ADOPTER agrees the dog will be examined by a licensed veterinarian at least once a year and will receive adequate vaccinations. The dog will be kept on flea/tick preventative as well as heartworm preventative year round or as directed by a licensed veterinarian.
3. The ADOPTER agrees that the above-named dog is for the ADOPTER and will not be sold, traded or given to another party for any reason. If, at any time, the ADOPTER is no longer able to care for the dog, the ADOPTER will contact TVGRR to return the dog. No refund will be given after the initial seven (7) calendar days. The ADOPTER will be responsible for any transportation and other costs incurred for the return of the dog to TVGRR.
4. The ADOPTER agrees to provide the dog with a good, safe home with proper care and attention. The dog is not to ride loose in the back of a truck. The dog is not to be chained or tied in a yard and left unsupervised/unattended. When taking the dog outdoors without a secure fence, the dog should be on a secure harness/collar and wear proper ID, including the TVGRR ID tag. TVGRR allows invisible (underground) fencing as long as the dog has been properly trained to obey the fence. The dog should be supervised while using an invisible fence, since this does not keep other animals from entering the property.
5. The dog is not to be a predominately outside pet and never to be left outside at night. TVGRR supports the use of doggie doors to provide access to the home; however, such doors should let the dog out to a secure fenced yard. The dog will not be used for any purpose other than a house pet, companion and family member.
6. It is understood and accepted by the ADOPTER that a person representing TVGRR, with prior notice, may conduct home visits to check on the welfare of the above-named dog to determine compliance with the terms of this Agreement. In the event TVGRR discovers the inhumane treatment of this dog, or any other breach of

this Agreement, it is agreed that TVGRR has the right to immediately take possession of the dog with notice to the ADOPTER.

7. ADOPTER will keep TVGRR informed of any changes of address, e-mail address or telephone number so that ADOPTER can be contacted during the life of the dog. If the dog is lost, ADOPTER will promptly notify TVGRR. The ADOPTER agrees that the dog's microchip shall at all times be registered to TVGRR. The ADOPTER agrees that if the dog is recovered by animal control, a veterinarian, a shelter or any person, TVGRR will contact the ADOPTER at the phone, address and e-mail address then on file with TVGRR.
8. The ADOPTER agrees not to violate any laws or ordinances with the above-named dog.
9. The ADOPTER agrees that in the event ADOPTER breaches any term of this Agreement or in any way neglects or abuses the dog, TVGRR has the right to take possession of the dog immediately and ADOPTER shall pay to TVGRR any and all expenses, including court costs and reasonable attorney's fees, in enforcing the terms and provisions of this Agreement or defending any claim by ADOPTER.
10. This Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous promises, agreements, conditions and understanding between the parties, oral or written. Both parties have fully read and understand all of this Agreement.
11. This Agreement shall be binding on the ADOPTER and TVGRR and enforced pursuant to the laws of Tennessee and any legal action by or against TVGRR or the TVGRR Parties (defined below) shall be brought in the courts of Knox County, Tennessee.

12. NO WARRANTY:

ADOPTER understands, acknowledges and agrees that TVGRR makes no representations, warranties or guarantees (either express or implied) with regard to the dog, specifically including, but not limited to, the dog's age, size, health status, immunization history, other history, physical condition, behavior, temperament, disposition, bite history or suitability. ADOPTER adopts the dog "AS-IS" and expressly WAIVES AND DISCLAIMS any and all warranties, express or implied, including (if applicable) the warranty of merchantability and fitness for a particular purpose.

_____ [Initials of ADOPTER(S) here]

13. RELEASE AND WAIVER OF LIABILITY:

PLEASE READ CAREFULLY, THIS AFFECTS YOUR LEGAL RIGHTS

ADOPTER, for itself and its heirs, executors, administrators and personal representatives, hereby forever releases, acquits, waives, discharges TVGRR and its board members, directors, officers, representatives, volunteers, employees, agents, contractors, members, all persons associated with TVGRR, and their heirs, executors, administrators and personal representatives, successors and assigns ("TVGRR Parties") from any and all bodily injury, death, mental anguish, property damage, losses, damages, costs, expenses and fees (medical, veterinary, legal and otherwise), interest, debts, liabilities, demands, obligations, claims, actions, causes of action, third party actions, damages, punitive damages, duties, responsibilities, suits, controversies, loss of services, consortium, lost income and/or wages, lost profits, loss of earning capacity, and any claims whatsoever in law or in equity (collectively, "Losses") on account of, related to, or in any way arising out of (a) the dog, specifically including, but not limited to, the dog's age, size, health, immunization history, other history, physical condition, behavior, temperament, disposition, bite history, or suitability, (b)

conduct of the dog, or (c) ADOPTER's adoption, possession or ownership of the dog, whether or not such Losses are caused in whole or part by TVGRR's negligence.

_____ [Initials of ADOPTER(S) here]

14. ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS:

ADOPTER understands, acknowledges and agrees that (a) a dog is an unpredictable animal and that environmental change may affect and/or change the current behavior, temperament, disposition of the dog and (b) TVGRR is a volunteer rescue organization and therefore TVGRR is uncertain as to the dog's background. ADOPTER accepts responsibility and ownership of the dog at its own risk, and will not hold the TVGRR Parties responsible for any injury, property damage or Losses caused by the dog to ADOPTER or any third party, whether or not such injury, property damage or Losses are caused in whole or part by TVGRR's negligence.

ADOPTER, for itself and its heirs, executors, administrators and personal representatives, shall indemnify, defend and hold harmless the TVGRR Parties from any and all Losses suffered by the TVGRR Parties, on account of, related to, or in any way arising out of (a) the dog, specifically including, but not limited to, the dog's age, size, health, immunization history, other history, physical condition, behavior, temperament, disposition, bite history, or suitability, (b) conduct of the dog, or (c) ADOPTER's adoption, possession or ownership of the dog, whether or not such Losses are caused in whole or part by TVGRR's negligence.

_____ [Initials of ADOPTER(S) here]

15. Special Provisions: _____

[Parties shall initial and date any hand-written Special Provisions.]

IN WITNESS WHEREOF, the ADOPTER and TVGRR have set their signatures on this the date first below written.

SIGNATURES:

ADOPTER: _____ Date: _____

ADOPTER: _____ Date: _____

TVGRR Representative: _____ Date: _____

TVGRR
PO Box 32973 | Knoxville, TN 37930
Online adoption payment link: <http://tvgr.com/Adoption-Application.html>