



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: _____
City: _____ State & Zip: _____
Home/Cell Phone: _____ Email Address: _____
Alt. Phone: _____

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 (“Dog”) under the following terms and conditions:

TERMS AND CONDITIONS

1. As of the Adoption Date (defined below), TVGRR hereby transfers ownership of the Dog to ADOPTER.
2. The ADOPTER agrees to pay TVGRR an adoption fee of \$____ for the Dog on or before the Adoption Date. The adoption fee is refundable within seven (7) calendar days of the Adoption Date provided that the ADOPTER transfers ownership of the Dog back to TVGRR within that time by (a) personally returning the living Dog to TVGRR (including any toys, medication, or leashes/collars) and (b) paying any transportation or other costs incurred for returning the Dog to TVGRR.
3. The ADOPTER agrees to establish the Dog as a new patient, noting the ADOPTOR as owner, with a licensed veterinarian within twenty-one (21) calendar days of the Adoption Date. The ADOPTER agrees (a) to have the Dog examined by a licensed veterinarian at least once a year and receive adequate vaccinations, and (b) to keep the Dog on flea/tick preventative as well as heartworm preventative year-round or as directed by a licensed veterinarian.
4. The ADOPTER acknowledges that TVGRR is transferring ownership of the Dog specifically to the ADOPTER and the ADOPTER agrees that it will not sell, trade, or otherwise transfer ownership of the Dog to another party for any reason. If, at any time, the ADOPTER is no longer willing or able to care for the Dog, the ADOPTER shall contact TVGRR to return the Dog. No refund of the adoption fee will be given after the initial seven (7) calendar day refund period described above. The ADOPTER will be responsible for any transportation and other costs incurred for the return of the Dog to TVGRR.
5. 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 will not be chained or tied in a yard and left unsupervised/unattended. When taking the Dog outdoors without a secure fence, the Dog will be on a secure harness/collar and wear both a proper ID that shows ADOPTER’S name and contact information and the TVGRR ID tag. ADOPTER may use invisible (underground) fencing as long as the Dog has been properly trained to obey the fence. ADOPTER will supervise the Dog while using an invisible fence, since this does not keep other animals from entering the property.

6. ADOPTER agrees that the Dog is not to be a predominately outside pet and will never to be left outside at night. ADOPTER may use doggie doors to provide access to the home; however, such doors should let the Dog out to a secure fenced yard. ADOPTER will not use the Dog for any purpose other than a house pet, companion, and family member.
7. The ADOPTER agrees not to violate any laws or ordinances with the Dog.
8. To assist the reuniting process, ADOPTER agrees that, with regard to the Dog's microchip, (a) TVGRR will remain the primary contact, registered owner, account owner, or other like "first position" status with the company servicing the Dog's microchip, (b) if the company servicing the Dog's microchip permits a second or alternative contact to be listed, ADOPTER gives TVGRR permission to list the contact information TVGRR has on file for the ADOPTER as the second or alternative contact (but TVGRR shall be under no obligation to do so), and (c) ADOPTER will not attempt to change any contact information (whether TVGRR's or ADOPTER's) with the company servicing the Dog's microchip.

_____ [Initials of ADOPTER(S) here]

9. 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 Dog to determine compliance with the terms of this Agreement. ADOPTER agrees that (a) in the event TVGRR discovers the neglect, abuse or inhumane treatment of the Dog, TVGRR has the right to immediately take possession of the Dog with notice (whether written or oral) to the ADOPTER, and (b) in the event TVGRR discovers any other breach of this Agreement, TVGRR has the right to take possession of the Dog if such breach continues for more than five (5) calendar days after notice (whether written or oral) to the ADOPTER. 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. 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 if the Dog is recovered by animal control, a veterinarian, a shelter, or any person, and TVGRR is contacted, TVGRR has permission to (a) contact the ADOPTER at the phone, address, and e-mail address then on file with TVGRR, (b) take possession of the Dog, or (c) both.
11. 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.
12. 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 state or federal courts located in Knox County, Tennessee.
13. **NO WARRANTY:** ADOPTER understands, acknowledges, and agrees that (a) ADOPTER adopts the Dog "AS-IS" and expressly WAIVES any and all warranties, express or implied, including (if applicable) the warranty of merchantability and fitness for a particular purpose, all of which are disclaimed by TVGRR; and (b) Neither TVGRR nor any of the TVGRR Parties make or have made any 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.

_____ [Initials of ADOPTER(S) here]

14. **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, and 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 (collectively, "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, (c) the Dog's microchip or contact information associated with the Dog's microchip, or (d) 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. 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 TVGRR or any of the TVGRR Parties responsible for any injury, property damage or Losses caused directly or indirectly 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 TVGRR and the TVGRR Parties from any and all Losses suffered by TVGRR or the TVGRR Parties, on account of, related to, or in any way arising out of (i) 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, (ii) conduct of the Dog, (iii) the Dog's microchip or contact information associated with the Dog's microchip, or (iv) 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]

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

IN WITNESS WHEREOF, the ADOPTER and TVGRR have executed this Agreement on the date set forth next to their signatures, but the parties agree that the adoption date shall be _____ ("Adoption Date").

SIGNATURES:

ADOPTER: _____ Date: _____

ADOPTER: _____ Date: _____

TVGRR Representative: _____ Date: _____

Would you like to receive TVGRR's monthly emailed newsletter? Yes No

TVGRR
PO Box 32973 / Knoxville, TN 37930 / 855-558-3100
Online adoption payment link: <https://tvgr.com/adopt/adoption-information/>