



Scout's Honor Rescue, Inc.
1302 Waugh Drive, PMB#245, Houston, Texas 77019

www.scoutshonor.org

Adoption, Release, and Indemnity Agreement

A **BINDING AGREEMENT** is made as of the date set forth below (NOTE: A binding agreement is only consummated once a Scout's Honor Representative signs below). WHEREAS, Adopter wishes to take custody of the following pet:

Name of Pet: _____ Sex (circle one) Male / Female

| | | | |
|--|-----------------------------------|---|-------------|
| Color: _____ | Age (estimated): _____ | | |
| Altered: Spayed <input type="checkbox"/> | Neutered <input type="checkbox"/> | Heartworm Status: <input type="checkbox"/> Pos <input type="checkbox"/> Neg | Date: _____ |

Enrollment in pet recovery services provided by HomeAgain or Avid is included in your adoption fee. Scout's Honor Rescue will remain as the Primary contact and Adopter will be enrolled as the alternate contact.

NOW, THEREFORE, for and in consideration of Scout's Honor Rescue's relinquishment of custody of Pet and other good and valuable consideration provided to Adopter by Scout's Honor Rescue, which Adopter acknowledges is good and sufficient consideration for Adopter's agreements herein, Adopter hereby gives and grants unto Scout's Honor Rescue, as a basis on which Pet is released, this Adoption, Release, and Indemnity Agreement, and promises, covenants, and agrees as follows:

HOLD HARMLESS/ INDEMNIFICATION

SCOUT'S HONOR RESCUE (AND ITS OFFICERS, BOARD OF DIRECTORS, VOLUNTEERS, AFFILIATED ENTITIES, AND/OR AGENTS) SHALL NOT BE LIABLE TO ADOPTER ON ANY THEORY OF LEGAL LIABILITY INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF SCOUT'S HONOR RESCUE (AND/OR ITS OFFICERS, BOARD OF DIRECTORS, VOLUNTEERS AND/OR AGENTS), FOR ANY INJURY, DEATH OR DAMAGE DIRECTLY OR INDIRECTLY CAUSED BY PET. ADOPTER DOES HEREBY RELEASE SCOUT'S HONOR RESCUE (AND ITS OFFICERS, BOARD OF DIRECTORS, VOLUNTEERS AND/OR AGENTS) FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, OBLIGATIONS, DEMANDS, OR CAUSES OF ACTION, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING OUT OF OR RELATING IN ANY WAY TO PET OR SCOUT'S HONOR RESCUE'S RELEASE OF PET TO ADOPTER. IT IS THE EXPRESSED INTENTION OF ADOPTER AND SCOUT'S HONOR RESCUE THAT THE RELEASE PROVIDED FOR IN THIS PARAGRAPH IS DESIGNED AND INTENDED TO PROTECT SCOUT'S HONOR RESCUE (AND ITS OFFICERS, BOARD OF DIRECTORS, VOLUNTEERS, AND/OR AGENTS) FROM ANY PERSONAL INJURY CLAIMS BY ADOPTER OR OTHERS AND FROM THE CONSEQUENCES OF ANY HARM, BEHAVIOR, OR OTHER ACTION BY PET, AND FROM THE CONSEQUENCES OF ANY ACT OR OMISSION OR NEGLIGENCE ON THE PART OF SCOUT'S HONOR RESCUE (AND ITS OFFICERS, BOARD OF DIRECTORS, VOLUNTEERS AND/OR AGENTS) IN OBTAINING CUSTODY OF PET, IN PROVIDING CARE FOR PET, IN TRAINING OR NOT TRAINING PET, OR IN FAILING TO PROVIDE TIMELY OR ADEQUATE WARNING TO ANY PERSON CONCERNING PET.

_____ **ADOPTER'S INITIALS:**

ADOPTER further promises, covenants and agrees (please initial by EACH applicable promise, covenant, and representation):

- _____ 1. to pay an adoption fee in regards to this Adoption prior to the transfer of said pet to the Adopter. The adoption fee is NON-REFUNDABLE even if the Pet is returned to Scout's Honor Rescue.
- _____ 2. to NEVER sell, trade, or give away the Pet to anyone. I will never relinquish this Pet to any shelter or pound, whether "no-kill" or otherwise. I will notify Scout's Honor Rescue if I am unable or unwilling to keep this Pet,

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and I will return this Pet to Scout's Honor Rescue after arrangements have been made for such return. If this Pet is lost or stolen, I will notify Scout's Honor Rescue within twenty-four (24) hours of the Pet's disappearance.

- ___ 3. that all future medical and health maintenance treatments are my responsibility, unless Scout's Honor Rescue has specifically agreed in writing to pay for them under the "special provisions" at the end of this contract. I will seek immediate (at time of injury or signs of illness) veterinary care if this Pet becomes ill or is injured. I understand this is for the lifetime of the Pet.

I will administer monthly heartworm preventative to the Pet year round. If the Pet is heartworm positive, I understand that Heartgard® (or its ivermectin equivalent) is the only preventative/treatment that may be administered. Any other type of heartworm treatment or preventative could cause the Pet to become seriously ill or even die.

- ___ 4. to keep all immunizations current and updated according to a veterinarian's schedule.
- ___ 5. to keep the Pet primarily indoors, interacting with my family, and not to banish it to the outdoors. I will never tie the Pet to a chain or rope or leave him/her unattended for long periods. The Pet will be exercised in a fenced yard or on a leash and will not be allowed to roam the streets.
- ___ 6. If the Pet is a cat, to keep the cat indoors at all times and will never be subjected to surgical removal of its claws.
- ___ 7. that the Pet SHALL NOT be physically altered in any manner (docking tails, cropping ears, declawing, etc.).
- ___ 8. to comply with all state and local ordinances in the confinement, care, and licensing of this Pet. I will reclaim this Pet promptly, and pay any required fees, if it is picked up by an animal control agency. IF THIS PET IS EVER STOLEN OR LOST, ADOPTER AGREES THAT HE/SHE WILL TAKE ALL REASONABLE STEPS TO FIND THE PET AND WILL IMMEDIATELY NOTIFY SCOUT'S HONOR RESCUE. SUCH REASONABLE STEPS, INCLUDE, BUT ARE LIMITED TO, POSTING SIGNS IN THE VICINITY OF WHERE THE PET WENT MISSING AND CHECKING AREA POUNDS AND SHELTERS. IN THE EVENT THAT SCOUT'S HONOR RESCUE OR ANY OF ITS AGENTS OR REPRESENTATIVES HAVE TO RETREIVE THE DOG FROM ANY POUND, SHELTER, OR PERSON THAT IS IN POSSESSION OF THE PET AFTER ADOPTER HAS BEEN NOTIFIED, ADOPTER AGREES TO IMMEDIATELY REIMBURSE SCOUT'S HONOR RESCUE OR ITS AGENTS OR REPRESENTATIVES FOR ANY AMOUNTS EXPENDED IN PROCURING THE PET'S SAFE RETURN, AND SCOUT'S HONOR RESCUE RESERVES THE RIGHT IN ITS SOLE AND ABSOLUTE DISCRETION TO DETERMINE WHETHER THE DOG SHALL BE RETURNED TO ADOPTER OR RETAINED BY US.
- ___ 9. Rabies and ID tags will be kept on the Pet at all times. Cats will only wear a breakaway collar specifically designed for cats.
- ___ 10. THAT SCOUT'S HONOR RESCUE DOES NOT MAKE ANY GUARANTEES REGARDING THE AGE, NATURE, TEMPERAMENT, OR HEALTH OF THIS PET. Adopter assumes all risks and responsibility including the financial responsibility of ownership of this Pet once he/she is in my possession and that Scout's Honor Rescue is not in any way responsible for such costs incurred.
- ___ 11. that if I fail to fully and timely comply with the terms of this contract, I will, voluntarily, immediately release ownership, possession, custody and control of this Pet to Scout's Honor Rescue, and if I fail to do so, Scout's Honor Rescue will be entitled to enforce specific performance of this contract in addition to any other legal remedy available to Scout's Honor Rescue.

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- ___12. that all information in the Adoption Application is true, complete, and correct and agree that any false or misleading statement thereon will constitute a breach of this contract. If any information contained on Adopter's Adoption Application is untrue, Adopter expressly agrees that Scout's Honor Rescue may retake custody of Pet without refunding adoption fee and without recourse by Adopter, and Adopter agrees to relinquish the Pet to Scout's Honor Rescue.
- ___13. that the breach by Adopter of this Agreement would damage Scout's Honor Rescue 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 Pet to Scout's Honor Rescue, granted by a court of appropriate jurisdiction. Adopter further agrees that the actual damages that might be sustained by Scout's Honor Rescue 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 above, the sum of \$800 would be reasonable compensation for such monetary damages and attorney's fees. Adopter hereby promises to pay and Scout's Honor Rescue 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 Texas.
- ___15. that any disputes between the parties to this Agreement concerning the subject matter of this Agreement shall be submitted for resolution to the courts of Harris County, Texas.
- ___16. I am at least 23 years of age.
- ___17. Special provisions of this contract, if any, are as follows: _____

My signature below affirms that I have read and agree to all the above conditions:

SIGNED, this _____ day of _____ 2014

Signature of Adopter(s)

Signature of Adopter(s)

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|---|---|
| ACCEPTED BY Scout's Honor Rescue | Adoption Fee Received: _____ Cash _____ Check _____ PayPal _____ |
| Medical Records Delivered: | Heartworm Preventative Due on: |
| Flea/Tick Preventative Due on: | Microchip Information |