



## **Rottie Nation, Inc**

### **RELEASE AND INDEMNITY AGREEMENT**

IN CONSIDERATION of the payment of the sum of a \$\_\_\_\_\_ donation, the receipt of which is hereby acknowledged, the undersigned Adopter so hereby forever release, discharge and covenant to hold harmless **Rottie Nation, Inc.** (hereafter referred to as **RESCUER**), and any other person, firm or corporation chargers or chargeable with responsibility or liability, her/their heirs, administrators, executors, successors and assigns, from any and all claims, damages, cost, expenses, loss or services, actions, and causes or action belonging to the said Adopter arising out of any act or occurrence from the present time and particularly on account to the adoption of:

Name of rescue dog \_\_\_\_\_ Breed: **Rottweiler** Age \_\_\_ Sex \_\_\_

Hereinafter referred to as the **RESCUE DOG**.

The adopters hereby declare that no representations about the nature of said dog, nor any representatives regarding the nature and extent of legal liability or financial responsibility have induced the Adopter to make this Release and Indemnity Agreement. In determining the amount of the said sum, there has been taken into consideration, age, health, veterinarian service and care of the said **RESCUE DOG**, up to the present time. Rottie Nation, Inc declares. The breeder of the rescue dog is unknown/known/ and origin (former owner or circumstance is unknown/known, with relative facts having been revealed to **ADOPTER**.

THE UNDERSIGNED hereby further agrees to abide by the "Term of Adoption" listed below:

1. **FEE.** The fee involved is to help defer expenses involved and is payable upon receipt of the **RESCUE DOG**.
2. **PAPERS-AKC** papers will not be received with the **RESCUE DOG** since the dog cannot be used for breeding purposes.
3. **NEUTERING** The **RESCUE DOG** will be neutered or spayed before adopting.
4. **RETURN-IF**, for some valid reason, the adoption is not satisfactory to adopting party, or if the Adopter fails to comply with all the terms and conditions of this agreement, or if any misrepresentations have been made by the Adopter during the entire lifespan of the **RESCUE DOG**, it **MUST be returned to RESCUER**. If return takes place prior to 30 days from the adoption and the **RESCUE DOG** is in as good or better mental and physical condition as on the date of adoption, there will be conditional, pro-rate refund of the adoption fee subject to the **RESCUER'S** decision or contingent upon availability or suitable dog, and exchange will be made. If return of the **RESCUE DOG** becomes necessary after 30 days, there will be no refunds or exchanges. Further, if for any reason during the entire lifespan of the **RESCUE DOG**, the Adopter are unable to care for or keep the **RESCUE DOG**, IT MUST BE

RETURNED TO THE RESCUER.

5. **TRANSFER OF OWNERSHIP.** The RESCUE DOG may not be transferred to any other person, firm corporation or organization for any reason whatsoever.
6. **TRAINING.** Under NO circumstances will the RESCUE DOG be, **protection or attacked trained**, agitated in any manner, or be allowed to be used as a guard dog for any agency, firm, corporation or organization.
7. **MANNER OF KEEPING.** The RESCUE DOG shall NEVER be maintained outside as a yard dog, and shall NEVER be staked out or chained. The primary function of a RESCUE DOG is that of a house pet. Adopter will provide adequate food, fresh water, shelter, indoor sleeping quarters, exercise and veterinary care. The RESCUE DOG will not be transported in an open pickup truck or boat.
8. **INSPECTION.** The RESCUER shall be allowed to inspect the manner of living and health of the RESCUE DOG upon \_\_\_\_\_ days notification to the undersigned RESCUE DOG owner. Should the RESCUE DOG appear neglected or the manner of living appear to be substandard, the RESCUER shall repossess the RESCUE DOG and terminate this agreement and all rights created herein.
9. **HEALTH PROGRAM.** The RESCUE DOG will be placed on an inoculation and daily/monthly heartworm preventive program established by the Adopter(s) veterinarian, in order to guarantee its health. Annual rabies vaccine and license is required by state law.
10. **MICROCHIPPING/IDENTIFICATION.** The RESCUE DOG will, at all times, wear a buckle collar or harness with current rabies tag and ID tag. Further, the Adopter will have the RESCUE DOG micro chipped with a RESCUER approved microchip within the next \_\_\_\_ days/months.
11. **NOTIFICATION.** The undersigned RESCUE DOG owner agrees to notify the RESCUER, via telephone, immediately if the RESCUE DOG becomes lost or stolen.
12. **RESERVATION OF RIGHTS.** The RESCUER reserves the right to follow up 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 and/or any misrepresentations have been made to the RESCUER by the said Adopter, the RESCUER reserves the right to terminate this agreement and the adopting party must return the RESCUE DOG to the RESCUER.
13. **ATTORNEYS FEES AND COURT COSTS.** Should it become necessary for the RESCUER to take legal action to recover the RESCUE DOG or otherwise enforce the provisions of the Agreement, the undersigned Adopter(s) agrees to pay all court cost and reasonable attorney's fees.
14. **CHANGE OF ADDRESS.** Adopter agree to notify the RESCUER prior to any change of address.
15. **VENUE AND CHOICE OF LAW.** This agreement shall be governed by the law of the State of Florida. Any controversy arising out of this adoption agreement or the relationships created by this agreement must be brought in Collier County, Florida or in the appropriate federal district court for Collier County, Florida.
16. **DISCLAIMER (please sign and date applicable acknowledgement)** Rottie Nation, Inc. **RESCUE DOG** (dogs that have been rescued by and are under the care of Rottie Nation, Inc).

Although our dogs are behavior tested and we work hard to ensure that our dogs are well adjusted and non-aggressive we cannot guarantee the personality of any dog. Rottie Nation, Inc releases all legal responsibility of any of our dogs to the new owners. I agree to this disclaimer

\_\_\_\_\_  
Adopter's Signature

\_\_\_\_\_  
Date

THE UNDERSIGNED understands that the parties hereby released admit no liability of any sort by reason of the said adoption and that payment is made to terminate further controversy, and any and all claims for damages the said Adopter(s) have hereto fore asserted or might personally or through personal representatives hereafter assert because of said adoption.

SIGNED AND WITNESSED this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in the presence of :

\_\_\_\_\_

Print Adopter's Name \_\_\_\_\_ & \_\_\_\_\_

Adopter's Signature \_\_\_\_\_

Adopter's Address and where RESCUE DOG will reside at

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_ Zip Code \_\_\_\_\_

Home Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_

Email Address \_\_\_\_\_

By Rottie Nation, Inc Coordinator (print name) \_\_\_\_\_

Rottie Nation, Inc Rescue Coordinator Signature \_\_\_\_\_

Rottie Nation, Inc.  
P.O.Box 84  
New Smyrna Beach, FL 32170

Phone: 772-222-ROTT  
Fax: 386-402-4071  
adoptions@rottienation.org