



***THE THERAPY DOG RECIPIENT APPLICATION
RELEASE, HOLD HARMLESS AND INDEMNIFICATION
AGREEMENT***

Receiving a Paws & Stripes College[®] Graduate? Please help us determine what kind of dog is most suitable for you and your agency. *The more information we receive from you helps us in the selection of the right dog that will fit not only you, the handler, but also your living situation, and the type of job that is expected from you and your K9.*

Name of Handler: _____ Date: _____

Agency: _____

Email: _____ Cell Phone: _____

1. Is the Handler experienced with handling working dogs (Patrol/Detection K9) or basic K9 obedience training? YES NO

Has the Handler taken a dog through AKC – Canine Good Citizen testing or a Therapy Dog Assessment? YES NO

If yes, please describe:

2. Does the Handler already have a dog in the home? If so, please describe:

Breed: _____ Sex: _____ Intact: _____ Neutered/Spayed: _____ Age: _____

Breed: _____ Sex: _____ Intact: _____ Neutered/Spayed: _____ Age: _____

Any other pets, cats, etc.? _____

(If more space is needed, please add a page)

We cannot guarantee any dog we give you will like cats, so that will require special handling in the home.

3. Size preference, if any? _____ Sex preference, if any? _____

Other: _____

4. Where will dog be utilized? Please mark all that apply:

Elementary School with SRO Middle/High School with SRO

Agent/Investigator/Victim Advocate Community Engagement

K9s from the Brevard County Sheriff's Office Paws & Stripes® College will already be tested/trained in the following:

- Human friendly/social to all (old, young, different races/sexes).
- Can be handled (tail pulled, paws pinched, hugged, loose skin pinched, ears pulled) by all above.
- Dog tolerant...does not have to like but must tolerate other dogs, controlled.
- Patience...dogs may be required to stay quiet, sit or laydown for long periods of time. During class they will be required to lay quietly at your feet with other handlers and dogs in close proximity.
- Obedient... will know heel, sit, down, stay, come, off.

NOTE: If you are coming from out of state and are planning on flying with your dog, be sure to make arrangements with the airline well in advance as rules vary regarding flying with Therapy or Certified Law Enforcement Dogs.

Please feel free to call us if you have ANY questions regarding the above guidelines. We want to make sure that we are setting you and your K9 partner up for success!

Please contact us at: PawsandStripesCollege@bcso.us 321-690-1500 (ext. 83155)

MEMORANDUM OF UNDERSTANDING
PLEASE READ THE FOLLOWING CAREFULLY

Recipient understands that the Paws & Stripes® K9 is a “working dog” and that the handler must maintain training and keep the K9 separate from house pets, if necessary.

We recommend that the K9, upon leaving our facility for its new home, have a period of adjustment. This is to become bonded with his/her Handler and to practice his/her obedience skills before going out into public. Recommended time for this is two weeks.

If there should be a problem with the K9, contact us as soon as possible at 321-690-1500 (ext. 83155). We have worked with these K9s very closely and can guide you through minor problems over the phone. Different trainers have different methods. We know the way the K9 was trained and cared for. We are a great resource to help you.

ASSUMPTION OF RISK

I, _____, on behalf of _____, desire to take ownership and possession of _____, (hereinafter “CANINE”), from Brevard County Sheriff’s Office Paws & Stripes® College (hereinafter “BCSO”). I agree that ownership in CANINE shall vest solely in my agency and/or me upon delivery of CANINE. I understand that BCSO is providing ownership of CANINE to me at no cost.

My agency and I agree that by taking ownership possession of CANINE, ALL pet owner responsibilities, such as providing training, food, shelter, and medical care for CANINE are now my agency’s or my responsibility regardless of any prior express or implied warranties regarding the health or temperament of the CANINE.

My agency and I understand that the behavior of domestic animals is unpredictable and that there are inherent risks associated with domestic animals, which include, but are not limited to, bodily injury or the spread of disease as a result of being in close proximity to animals. I further acknowledge and understand that while Paws & Stripes ® canines are trained and evaluated for suitability to serve in a therapeutic capacity, personal injury (including death) or property damage may occur as a result of certain animal behaviors, including, but not limited to: biting; jumping; running; quickly walking; pulling on leashes; not responding to commands; stepping on individuals; unpredictable reactions to sounds; or sudden movements due to unfamiliar objects, persons or other animals.

MY AGENCY AND I FULLY UNDERSTAND THAT: (1) CANINES MAY BE DANGEROUS AND MAY CAUSE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, OR DEATH (“RISKS”); (2) these RISKS and dangers may be caused by my action or inactions or the actions or inactions of others; (3) there may be OTHER RISKS NOT KNOWN TO ME or that may not be readily foreseeable at this time including ECONOMIC LOSSES and/or DAMAGES.

Consideration for all of the matters to which I/we have agreed is in exchange for the Sheriff agreeing to provide me/us with CANINE at no charge, the receipt and sufficiency of which is hereby acknowledged.

RELEASE AND WAIVER

My Agency and I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida. Nothing about this agreement constitutes any waiver of either parties' rights under Fla. Stat. § 768.28, as amended from time to time, or any corresponding provisions of law. Venue for any action or suit arising under or relative to this agreement or brought to interpret or enforce this Agreement shall lie exclusively in the appropriate state court situated in Brevard County, Florida. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release, which shall continue to be enforceable.

All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

Knowing the risks of adoption and possession of CANINE, MY AGENCY AND I HEREBY WAIVE, RELEASE, AND FOREVER DISCHARGE AND AGREE TO SAVE, DEFEND, INDEMNIFY AND HOLD HARMLESS WAYNE IVEY, IN HIS OFFICIAL CAPACITY AS SHERIFF OF BREVARD COUNTY, THE BREVARD COUNTY SHERIFF'S OFFICE, BREVARD COUNTY AND ITS DEPUTIES, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, VOLUNTEERS, APPRENTICES, TRAINERS, DONORS, AND/OR REPRESENTATIVES OF AND FROM ALL LIABILITY CLAIMS, DEMANDS, CLAIMS OF NEGLIGENCE, CAUSES OF ACTION AND POSSIBLE CAUSES OF ACTION WHATSOEVER, ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY (INCLUDING DEATH) THAT MAY BE SUSTAINED BY MYSELF, OR ANY OTHER INDIVIDUAL OR ANY PROPERTY, OR THAT MAY OTHERWISE ACCRUE TO ANY ASSIGNEES, HEIRS, GUARDIANS, NEXT OF KIN, SPOUSES, PARTNERS AND/OR LEGAL REPRESENTATIVES OF MYSELF, OR ANY OTHER INDIVIDUAL ARISING FROM ANY ACT (OR FAILURE TO ACT) BY ANY OTHER INDIVIDUAL AND CONNECTED TO OUR ANIMAL ADOPTION FROM AND/OR TRAINING WITH THE BCSO PAWS & STRIPES® COLLEGE.

MY AGENCY & I HAVE READ THIS RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, AND UNDERSTAND THAT BY SIGNING THIS AGREEMENT WE GIVE UP SUBSTANTIAL RIGHTS WE WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE SHERIFF'S OR BCSO'S FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

Date: _____

Handler Signature

Handler Name Printed

State of _____,
County of _____.

Sworn to (or affirmed) and subscribed before me by means of Physical Presence or Online Notarization , this ____ day of _____, 202__, by _____ who is personally known OR who produced valid identification . Type of Identification produced _____.

Signature of Notary Public OR Law Enforcement Officer NOTARY SEAL
As provided in FSS 117.10

Print, Type or Stamp Commissioned name of Notary Public
Or Law Enforcement Officer

Date: _____

Agency Authorized Representative Signature

Agency Authorized Representative Name Printed

State of _____,
County of _____.

Sworn to (or affirmed) and subscribed before me by means of Physical Presence or Online Notarization , this ____ day of _____, 202__, by _____ who is personally known OR who produced valid identification . Type of Identification produced _____.

Signature of Notary Public OR Law Enforcement Officer NOTARY SEAL
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