

ADOPTION APPLICATION RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The purpose of our Comfort Dog Program is to provide our dogs with a lifelong home and companionship to those in need. We want to ensure that the animal will not be placed in a home where it may fail to be provided adequate food, shelter, veterinary care, and companionship. <u>Paws and Stripes® Canine Graduates Are NOT Service Dogs. If a service dog is needed, the Paws and Stripes® Graduate will need further training, which is the responsibility of the adopter.</u> The Brevard County Sheriff's Office Paws and Stripes® College follows certain guidelines when considering an applicant for one of our Comfort Dog Companions. Special requirements of the breed and its suitability to your household will be considered. Please note that the completion of the application/interview process does not guarantee that an application will be approved. It must go before our Review Board to be tentatively approved. The Brevard County Sheriff's Office Paws and Stripes® College reserves the right to deny an applicant acceptance based on:

- * The current number of applicants already on the waiting list;
- * Grounds to believe the dog will not be able to meet the candidate's needs;
- * Applicant's unrealistic expectations of the dog's capabilities; or
- * An applicant's genuine need for the services of a Comfort Dog.

Please read the following carefully, to which your signature signifies your agreement to these provisions:

1. I understand that the Brevard County Sheriff's Office Paws and Stripes® College cannot guarantee the health and temperament of this or any animal.

2. I understand that shelter pets might take more time, patience, training, and understanding from their new human companion. Shelter life is stressful on pets and it may take days or even weeks for your new pet to feel comfortable and relaxed in their new environment. I will be patient because the relationship that develops between my pet and I will last a lifetime!

3. I understand the vaccination of rabies and licensing of this animal and all other animals in my household is required.

4. I agree to comply with all Brevard County animal ordinances as well as the laws of the State of Florida.

5. I understand that the adoption contract is binding and will be enforced.

APPLICATION INFORMATION

| Name: | Date: | |
|---|--|--|
| Name of Parent or Guardian: | | |
| | $M \square F$ Date of Birth: | |
| Address: | | |
| | State: Zip: | |
| Home Phone: | Cell Phone: | |
| Driver's License Number: | State: | |
| Email: | | |
| | Work Phone: | |
| Have you ever served in the US Milita | ary? 🗆 Yes 🗆 No | |
| Branch of Military Service: | Date of Discharge: | |
| If a veteran, please provide a DD214. | | |
| Do you currently have other animals in | n your home? 🗆 Yes 🗆 No | |
| If yes, please describe: | | |
| | | |
| If yes, are they spayed/neutered? | ∃Yes □ No | |
| Please describe your disability. Explai | n why you need a dog, and what your limitations are: | |
| 5 5 1 | | |
| | | |
| | | |
| Please describe your home life. (Marri | ied children etc.) | |
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| | | |
| | | |
| | | |
| Are you willing to adopt a pitbull/pi | it mix? □ Yes □ No | |
| The you winning to adopt a pitoun/pi | | |
| | | |

ABILITY TO PROVIDE DAILY TRAINING, ATTENTION AND CARE:

| Do you have time to spend with the dog? | \Box (Yes) | □ (No) |
|--|--------------|--------|
| Are you able to exercise the dog multiple times per day? | \Box (Yes) | □ (No) |
| Are you able to take the dog to the veterinarian? | \Box (Yes) | □ (No) |
| Are you able to groom the dog? | \Box (Yes) | □ (No) |
| Will your dog accompany you to work? | \Box (Yes) | □ (No) |
| Will your dog accompany you on vacations? | \Box (Yes) | □ (No) |
| How many hours a day will your dog be home alone? | | - |

I verify that I have answered the above questions truthfully and accurately and I hereby freely, voluntarily and without duress execute this Release under the terms below:

ASSUMPTION OF RISK

I, ______, desire to take ownership and possession of ______, (hereinafter "CANINE/FELINE"), from Brevard County Sheriff's Office Paws & Stripes® College (hereinafter "BCSO"). I agree that ownership in CANINE/FELINE shall vest solely in me upon delivery of CANINE/FELINE. I understand that BCSO is providing ownership of CANINE/FELINE to me at no cost.

I agree that by taking ownership possession of **CANINE/FELINE**, personal pet owner responsibilities, such as providing food, shelter, and medical care for **CANINE/FELINE** are now my responsibility.

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 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, including other animals.

I FULLY UNDERSTAND THAT: (1) ANIMALS 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 including SOCIAL AND ECONOMIC LOSSES.

RELEASE AND WAIVER

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. 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 situate 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 animal(s), 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 MY ANIMAL ADOPTION FROM THE BCSO PAWS & STRIPES® COLLEGE.

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

| Dated:, 20 | |
|---|---------------------------------------|
| PRINT NAME OF ADOPTER/OWNER | SIGNATURE |
| State of, County of | |
| Sworn to (or affirmed) and subscribed before me by means of | • |
| day of, 202, by produced valid identification D. Type of Identification produc | who is personally known \Box OR who |
| | |
| Signature of Notary Public OR Corrections/Law Enforcement As provided in FSS 117.10 | NOTARY SEAL |
| Print, Type or Stamp Commissioned name of Notary Public Or Corrections/Law Enforcement Officer FOR STAFF US Staff Member Handling Adaption Application (Initials and ID) | |
| Staff Member Handling Adoption Application (Initials and ID; Adopter's DL#: | |
| Name checked in-house: Record found | |
| Does address on DL match address on application? | |
| • If no, can applicant show proof of new address? | |
| • Is the person listed as a "No Adopt"? | Yes 🗆 No 🗆 |
| If yes, stop adoption and do not process any further! If the person is with that the "No Adopt" is not having someon | |
| Brevard County EFACTS Check Completed | Yes 🗆 No 🗆 |
| Animal Abuse/Cruelty Convictions | Yes D No DIf yes, contact supervisor |
| Outstanding Animal Services Fines | Yes D No DIf yes, contact supervisor |
| Comments/explanations of answers: | |
| | |