



THERAPY DOG TRAINING-ONLY APPLICATION RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Name of Handler: _____ Date: _____

Agency: _____

Email: _____ Cell Phone: _____

K9 Name: _____ K9 Breed: _____ K9 Age: _____

1. Is the handler experienced with handling working dogs (Patrol/Detection K9) or basic K9 obedience training (Have you taken a dog thru AKC-Canine Good Citizen test or a Therapy Dog assessment)?

Check one: YES NO (if yes, please describe)

2. 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

The following are guidelines for those who wish to bring their own K9 to the Paws and Stripes® College Law Enforcement Therapy Dog Class:

- 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 (Is manageable around other dogs).
- Patient (dog will be required to lay/sit for extended periods of time in a classroom with other K9's/Handlers)
- We "recommend" dogs that are approximately 50 lbs. or less; no more than 2 feet high at their back. However, please remember that this is just a recommendation.
- Some Therapy Dog Organizations require a dog to be 1 year of age before taking the therapy dog evaluation. We determine the dog's eligibility by his/her behavior and training.
- We do not accept breeds commonly used in Law Enforcement/Military/Security bite work, as this may cause misidentification of patrol dogs as being therapy animals and vice versa.

*****Please ensure that you bring current vaccine records for your dog to include a Rabies Certificate*****

Please feel free to give us a call 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)

ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

I, _____, personally and/or on behalf of _____, desire to participate in the Brevard County Sheriff's Office Paws & Stripes® College (hereinafter "BCSO") with CANINE _____ (hereinafter "CANINE"). _____ I voluntarily wish to participate in canine training at BCSO's facilities and in consideration for being allowed to participate in this training, I hereby personally assume all risks in connection with said training, for any harm, injury, or damage that may befall me or CANINE while I am participating in said training, whether foreseen or unforeseen, even if caused, in whole or in part, by the negligence of Brevard County; any instructor(s) in his/her official or individual capacity; the Brevard County Sheriff's Office; Wayne Ivey in his individual or official capacity as Sheriff of Brevard County; and any employees, contractors, officers, agents, or assigns of the above (hereinafter referred to as "Released Parties").

My Agency/I fully understand the hazards of participating in canine training. These hazards may be caused by my actions or inactions, the actions or inactions of others, canines which may be dangerous, the condition of the training equipment or myself, the layout or condition of the premises upon which the training occurs, or the negligence of the Released Parties.

My agency/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.

MY AGENCY/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; and (3) there may be OTHER RISKS NOT KNOWN TO ME or that may not be readily foreseeable at this time including the possibility of SOCIAL OR ECONOMIC LOSSES.

Knowing the risks, my Agency and/or I agree to indemnify, defend and hold RELEASED PARTIES, their affiliates, officers, deputy sheriffs, agents, contractors and employees harmless from any action or suit which may be brought against RELEASED PARTIES, resulting wholly or in part from any negligent or intentional act or omission by the RELEASED PARTIES or undersigned while the undersigned is participating in training, or subsequently performing his or her duties as a canine handler.

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 CANINE TRAINING AT BCSO FACILITIES, I HEREBY WAIVE, RELEASE, AND FOREVER DISCHARGE AND AGREE TO SAVE, DEFEND, INDEMNIFY AND HOLD HARMLESS BREVARD COUNTY, WAYNE IVEY, IN HIS INDIVIDUAL AND 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 INDIVIDUAL AND CONNECTED TO MY PARTICIPATION IN THE BCSO PAWS & STRIPES® COLLEGE.

I HAVE READ THE ENTIRE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BEFORE I SIGNED IT ON BEHALF OF MY HEIRS, MY DEPENDENTS AND MYSELF. I HAVE SIGNED THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK VOLUNTARILY AND WITHOUT INDUCEMENT. I FURTHER CERTIFY THAT I AM AN ADULT, AM IN SOUND MENTAL HEALTH, AND FULLY CAPABLE OF MAKING THIS WAIVER OF LIABILITY.

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
As provided in FSS 117.10

NOTARY SEAL

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
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