

AGREEMENT TO INDEMNIFY AND HOLD HARMLESS

DATED _____ \2017

For Good and valuable consideration, of which receipt is hereby received and acknowledged, the undersigned _____,

Whose address is _____,

Voluntarily and willingly adopt a German Shepherd Dog from the Southwest Florida German Shepherd Rescue, a division of the Hoffer Family Foundation Inc., whose address is 24156 Yacht Club Blvd., Punta Gorda FL 33955 in Charlotte County, hereinafter referred to a SWFLGSDRescue on the date above.

The German Shepherd Dogs name is: _____

The undersigned further understands and acknowledges the SWFLGSDRescue is not a merchant, but rather a 501C3 service organization that shelters and rescues homeless or relinquished or otherwise homeless GSD's and makes the dogs available to families and individuals for adoption. If qualified and approved, individuals and their families adopting a dog from SWFLGSDRescue agree to certain terms and conditons. By signing this Agreement it is acknowledged that homeowners insurance policy may not provide liability protection or coverage for damages that may be caused by a dog adopted from SWFLGSDRescue. Unless specified, homeowners insurance policies do not provide to the dog owner from liability for damages to persons bitten by the dog of for any other damage the dog may cause to people, domestic animals or livestock. It is further agreed and understood that all responsibility and liability for damages resulting from any and all acts or omissions caused by the dog after the adoption is that of the undersigned.

The undersigned is aware that Florida has laws regarding damage done to people and property by dogs. Florida Statute Section 767.01 explains an owner's liability for damages to persons, domestic animals or livestock and acknowledges that a copy of that statute is attached to this agreement. The undersigned is aware that Florida Statue 767.04 explains the dog owner's liability for damages to persons bitten by a dog and acknowledges that a copy of that Statute is also attached to this agreement. By adopting a German Shepherd Dog from SWFLGSDRescue, the undersigned legally becomes the owner of that animal pursuant to Florida Statute section 767.11 (7) and acknowledges that a copy of that statute is attached to this agreement. Any of these Florida statute are also available on the internet.

SWFLGSDRescue does not make any claims or representations with any certainty as to the temperament, prior acts, emotional triggers, history, or propensities of the adopted dog, except that the dog is not known to be a vicious or dangerous nor has it demonstrated any such characteristic during the brief period of time that the dog has been in the care, custody and control of SWFLGSDRescue. The undersigned assumes any and all risks associated with the ownership, custody and control of the adopted dog and shall not hold SWFLGSDRescxue nor the Hoffer Family Foundation nor its associates, fosters, officers or affiliates negligent in the event the adopted dog shall cause damage to a person, domestic animal or property regardless of location.

In the event that the adopted dog causes damage to a person, domestic animal, livestock or property after the adoption, the undersigned, as the Owner, releases from any and all liability or responsibility SWFLGSDRescue, The Hoffer Family Foundation, Inc. Erik Hoffer, Diane Hoffer, their heirs, successors,

fosters, employees, agents, assigns and representatives, and the undersigned agrees to indemnify and hold harmless each of them from any claim, lawsuit, legal proceeding, loss, or damage caused by the acts of omissions of the adopted dog. If such a claim or lawsuit should be asserted the undersigned shall provide SWFLGSDRescue written notice of same and thereafter assume the expense to defend, protect and hold harmless SWFLGSDRescue, The Hoffer Family Foundation, Inc, Erik Hoffer, Diane Hoffer and any associate or representative or foster their heirs, assigns and agents. Should the undersigned fail to defend and or indemnify and save harmless each of the above mentioned individual or entities, then in such instance SWFLGSDRescue, The Hoffer Family Foundation, Inc., Erik Hoffer or Diane Hoffer shall have full rights to defend, pay or settle said claim on their behalf or on the behalf of their heirs, assigns, employees, agents, fosters or representatives without notice to the undersigned and with full rights to recourse against the undersigned, their family, heirs and assigns for all fees, cost of any kind related to the legal action, expenses and attorney fees, payments made or agree to be made to discharge and settle said claim or lawsuit, plus reasonable attorney fees and costs necessary to enforce this agreement.

It is further agreed that in the unlikely event that the owner cannot keep the dog for any reason that the dog will be returned to SWFLGSDRescue.

The Hoffer Family Foundation, Inc is in concert with SWFLGSDRescue in turning over a quality German Shepherd Dog to the new Owner. In doing so we have provided all shots, a chip, spay or neuter and other medical care needed by the dog while in our care and control. Once adopted the owner accepts all financial responsibility for any condition the animal develops, latent or otherwise. In the event that the animal is being treated for Heart Worm, that treatment, or any other treatment begun when the dog came into rescue will be finished, at the expense of the rescue until that condition has been addressed. Those conditions can be ear infections, worms, heart worm, broken limbs or skin issues. Each condition will be explicitly enumerated by the rescue at the time of adoption. Once adopted however the costs of medical care, licensing, treatments, food et al shall be the sole responsibility of the owner. Should an owner fail to provide the appropriate care for the dog, that dog may be recovered by SWFLGSDRescue upon demand. SWFLGSDRescue requires THAT THE DOG BE GIVEN 6 WEEKS OR TRAINING IN BASIC OBEDIENCE AT AN APPROVED SOCIALIZED CLASS UPON ADOPTION.

We, the new Owner's or owner agree to abide by all terms and conditions of the agreement.

Signed _____

For SWFLGSDRescue Erik Hoffer _____

FLORIDA STATUTE:

FLORIDA STATUTE 767.01 Dog owners liability for damages to persons, domestic animals, or livestock- Owners shall be liable for any damage done by their dogs to a person or to any animal included in the definition of 'domestic animals' and 'livestock' as provided by s. 585.01

767.04 Dog owners liability for damages to persons bitten. The owner of any dog who bites a person while such person is on or in a public place or lawfully on or is in a private residence, including the property of the owner of the dog, is liable for damages suffered by the person bitten, regardless of the form of viciousness of the dog or the owner's knowledge of such viciousness. However, any negligence on the part of the person bitten is a proximate cause of the biting incident and reduces the liability of the owner of the dog by the percentage of the bitten person's negligence contributed to the biting incident. A person is lawfully upon private property of such owner within the meaning of this act when the person is on such property in the performance of any duty imposed upon him by the laws of this state or by the laws of postal regulations of the United States or when the person is on such property upon invitation exercised or implied by the owner. However, the owner is not liable, except as to the person under the age of 6, or unless the damages are proximately caused by a negligent act or omission of the owner, if at the time of any such injury the owner has displayed in a prominent place on his or her premises a sign easily readable including the words BAD DOG. The remedy provided by this section is in addition to and cumulative with any other remedy provided by statute or common law. Definitions are available on line.