

Out of the Pits, Inc. Adoption Contract

Name: _____ Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

E-mail Address: _____

It is accepted that the person(s) named above adopted from Out of the Pits, Inc. the canine as described below and upon the following terms and conditions:

Breed: _____ Name: _____

Sex: _____ Color: _____ Age or DOB: _____

I/We hereby agree to care for this dog in our home solely as a pet providing adequate food, water, shelter, love and attention. While outside this dog shall be maintained in an adequate enclosed area or on leash at all times. It will never be left outside when I/we am/are not at home. Dog shall not be allowed to roam at will. I/We agree to have the dog vaccinated annually with necessary inoculations (DHLP-P) or tittered and vaccinated against rabies, as local ordinances require. I/We agree to provide essential veterinary care as needed. If said dog becomes lost or stolen, I/we agree to notify Out of the Pits, Inc. immediately.

I/We agree not to sell, trade or dispose of this dog without first allowing Out of the Pits, Inc. a right of first refusal to ownership of the below described dog. If at any time I/we are unable or unwilling to care for this dog, I/we agree to contact and return said dog to Out of the Pits, Inc. for evaluation so that Out of the Pits, Inc. may make an informed decision prior to excising their right of first refusal. I/We further agree that said dog shall not be used for medical or any other experimental purposes or sold or given away to a pet store, supplier or wholesaler. I/We agree that said dog will not be used for any illegal purposes and will NEVER be fought or abused in any way.

I/We agree that if adopting a new puppy, it is to be spayed/neutered by the age of 6 months. I understand that *Out of the Pits* will pay for this procedure at one of their participating vets. If I choose to have the procedure done at my vet at my cost I shall supply *Out of the Pits* with the spay/neuter certificate by the time the dog is 6 months old. I/We agree that said dog's ears shall never be cropped or tail docked.

I/We agree that if any of the clauses above are broken that this contract permits Out of the Pits, Inc., its volunteers, employees, officers, directors and/ or agents in their (its) sole discretion to enter upon the adoptor(s) property and to immediately confiscate the dog and all law enforcement agencies will be notified, as applicable.

I/We agree to notify Out of the Pits within 10 days of any change of address or phone number.

I/We promise and agree to be solely responsible for this animal, and in consideration of the adoption fee paid and the below described dog having been received in good acceptable condition, I/we:

1. Agree that the actions of animals, such as the dog described below, are impossible to predict or control and may cause serious injury, including permanent disability and death due, but not limited to: bites, scratches, knock downs, slips, falls, fractured limbs, broken bones, concussions, contusions, dislocated joints and dismemberment. Further, there may be other risks not known to Out of the Pits, Inc., its officers, directors, agents, volunteers or employees or not reasonably able to foresee at this time.
2. Assume all the foregoing risks and accept personal responsibility for the dangers following such injury, permanent disability or death.
3. Release, waive, discharge and covenant not to sue Out of the Pits, Inc., its officers, directors, agents, volunteers or employees, all of which are hereinafter in this paragraph referred to as "releasees" from liability to each of the undersigned, his/her heirs and next of kin for claims demands, losses or damages on account of injury, including death or property damage caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise.
4. To: (i) indemnify, to the fullest extent permitted by law, Out of the Pits, Inc., its officers, agents, volunteers or employees and to hold Out of the Pits, Inc., its officers, agents, volunteers or employees harmless from and against all claims, liability, loss, damage and expenses (included but not limited to legal fees) arising from or due to any claim of whatever kind or nature with respect to all or any part of the dog adopted by this contract, and any litigation based on any such claim, including all such claims by any person or entity relating directly or indirectly to, or arising by reason of, the actions, act or omission of Out of the Pits, Inc., its officers, agents, volunteers or employees, excluding claims for bodily injury to persons caused by or resulting from the sole negligence of the Out of the Pits, Inc.. Adopter shall, at Adopter's sole cost and expense, defend Out of the Pits, Inc., with counsel approved by Out of the Pits, Inc., at Out of the Pits, Inc.'s sole discretion, from and against any suit, action or proceeding brought against Out of the Pits, Inc., its officers, agents, volunteers or employees based upon any claim, damage, loss or liability indemnified against herein, and, in no way limiting the foregoing, (ii) indemnify and hold harmless Out of the Pits, Inc., its officers, agents, volunteers or employees from any claim for damages arising out of bodily injury to persons, or damage to property, caused by or resulting from actions of the dog described herein or by the negligence of a person or entity in exercising care, custody and control over such dog, other than bodily injury to persons, caused by or resulting from the sole negligence of Out of the Pits, Inc., whether or not Adopter is partially negligent. The foregoing Release of Liability and Indemnification shall apply to all known, unknown, unanticipated, direct, consequential and indirect damages resulting from my/our harboring, fostering or exercising care custody and control of such animal. Adopter's obligations under these foregoing four paragraphs shall survive the delivery of the below described dog and shall continue until said dog's death.

5. That Out of the Pits, Inc. has provided no warranty or guarantee as to the below described dog, either express or implied and that all representations of Out of the Pits, Inc. regarding said dog are set forth in this contract.

I/WE HEREBY ACKNOWLEDGE THAT I/WE HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS AND WILL KEEP THE DOG DESCRIBED HEREIN AS A FAMILY PET.

Adoptor's Signature: _____ Date: _____

Adoptor's Signature: _____ Date: _____

Out of the Pits, Inc: _____ Date: _____

Witness: _____ Date: _____