

German Pinscher Club of America Rescue

(GPCA Rescue)

Adoption Agreement & Release Statement

Our adoption agreement is designed with one purpose – to protect the companion animal that has come into our care. Please let us know if you have any questions or concerns about this agreement. Contact gprescue@hotmail.com for answers. Thank you for your cooperation

This document is a legal agreement between the following parties:

German Pinscher Club of America Rescue and _____

Adopter's Name: _____

Adopter's Address: _____

City: _____ State: _____ zip: _____

Phone #: (_____) _____ - _____ Cell phone (_____) _____

Email: _____

I/we, the person and/or persons named above, herein after referred to as "adopter," agree(s) to adopt this dog known as " _____ ", micro chip id number _____ hereinafter known as "dog," on this _____ day of _____, 20__ , and release the German Pinscher Club of America Rescue, hereinafter referred to as "GPCA Rescue", and the parent club, the German Pinscher Club of America and its individual team members, board members, and volunteers, jointly and severally, from all claims for personal injury and/or property damage to myself or others associated with this adoption. The adopter hereby declares that no representation about the nature of the adopted dog or any representation regarding the nature and extent of legal liability or of responsibility have induced the adopter to sign this contract. In consideration of an adoption fee in the amount of \$ _____, the adopter acknowledges, and further agrees to, these provisions. Initial _____

ADOPTION FEES AND CONTRIBUTIONS: Any fees or contributions, adoption and other, are NON-REFUNDABLE. Each adoption fee not only aids in the cost of care for the pet that you are adopting, but helps to maintain a safe and healthy environment for other animals in our program, and vet appointments, etc. Your adoption fee (\$450-\$500 for puppies under 1 yr,

and \$400 for adult dogs, senior dogs 7 and up \$250 unless otherwise specified within this agreement) includes: age appropriate vaccinations, deworming, heartworm negative, spay or neutered, microchip. Reimbursement provided for young puppies agreed to spay or neuter after 1 year of age. Adopter also agrees to confine females safely that may come into season before 1 year of age. There shall be no return of adoption fees if the adoption of said dog does not work out. Initial_____

MEDICAL RELEASE: From the date of adoption forward, this dog's health is the full and sole responsibility of the adopter. Adopter agrees to have this animal seen by a state licensed veterinarian within 72 hours of adoption, or the equivalent of three business days. Adopter agrees to take the dog to a state licensed veterinarian whenever the animal is in need of medical attention, including rabies vaccines as required by law, for the life of the dog. Adopter will arrange for immediate veterinary care in the event of serious illness or injury. In the event of euthanasia, the adopter agrees to release the related veterinary records to GPCA Rescue. **GPCA Rescue cannot guarantee the health of any animal and shall not be held responsible for any medical expenses which may be incurred. GPCA RESCUE GIVES NO EXPRESS OR IMPLIED WARRANTIES PERTAINING TO THE DOG, INCLUDING NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR ANY PURPOSE.** Initial_____

SPAYING/NEUTERING: Puppies must be spayed /neutered after the age of one year. Once the puppy is spayed/neutered and upon verification by a state licensed veterinarian GPCA Rescue will refund the cost of the spay/neuter. If a state-licensed veterinarian unveils a health concern or medical condition that would prevent the surgery from being completed within the specified length of time, the adopter is required to provide G.P.C.A. Rescue with a letter from the veterinarian stating the reason for the delay in the surgery. Contact GPCA Rescue at gprescue@hotmail.com for details on getting the refund. Initial_____

HOME CARE: The welfare of this dog is the sole responsibility of the adopter. The adopter agrees to give the dog good care which includes quality premium pet food or natural diets, fresh water, sanitation and grooming, clean and secure indoor housing, clean and overall safety, and all the tender loving care that this dog deserves. Initial_____

HOUSING/TRANSPORT: Adopter will keep this dog as a house pet and family member or as a previously approved (specified within this agreement) working dog. Adopter is not permitted to allow this dog to be housed in any unsuitable or unsafe environment or structure, including, but not limited to, any outbuilding, garage, or unkempt doghouse. The dog will always be supervised when outside. It will never be chained or tied outside, and never permitted to run loose outside without adequate fencing or training. Appropriately sized and constructed crating or kenneling can be used when adopter is not home, but for no more than 8 hours a day, except for rare extenuating circumstances. The dog will never be permitted to ride uncontained in the back of a pick-up truck, or any other unenclosed vehicle or left in a vehicle in extreme heat or cold or unattended. **The dog should never be left unattended with small children.** Initial_____

COLLAR/LICENSING TAGS: Adopter will legally license this dog within ten (10) days of the adoption if required by the adopter's city or county, and adhere to any leash laws that apply Initial_____

CONDUCT & HEALTH OF DOG : Adopter understands that no one can predict how a dog will react in a new situation. Therefore, adopter will exercise prudence and caution in introducing this dog into a new situation until the dog has become fully adjusted to its new environment and adopter has had an opportunity to become familiar with this dog's personality. Adopter assumes full responsibility for the conduct of this dog and for any damage to persons or property. GPCA Rescue makes no **explicit or implicit representations or guarantees** in reference to the health and/or temperament of the dog. The dog is adopted "as is" and the adopter assumes all responsibility for the treatment of any and all existing conditions or any other physical, medical or temperament changes that may occur in the future.

Initial _____

OTHER USES: This dog is being adopted as house pet, companion, and family member, unless other use is previously approved. It will not be used for rituals, racing, fighting, medical, or experimental purposes. Adopters of animals approved for other uses are still subject to the other requirements stated in this contract.

Other uses that may be approved include, but are not limited to: disabled service animal or working farm dog, events such as agility, barn hunt, and obedience are permitted and encouraged. .

Initial _____

TRANSFER OF OWNERSHIP: The ownership and responsibility for this dog belongs solely to the adopter. However, if adopter can no longer keep this dog or provide it with good care, including food, shelter or veterinary care, adopter will contact GPCA Rescue. and give the Organization the first right of refusal to re-accept the animal into the adoption program. The dog shall NOT be sold, given to, or adopted/transferred to anyone else, nor any firm, corporation, or organization, such as another rescue facility, or animal shelter without expressed written permission from GPCA Rescue. Adopter will allow GPCA Rescue sufficient time (7 business days) to arrange for a suitable home or foster arrangement for the dog. Adopter will inform GPCA Rescue if the dog has any behavioral or medical conditions, which make finding another home inadvisable. Adopter agrees and acknowledges that GPCA Rescue is under no obligation to accept animals, and can only take them in as space and funding permits.

Initial _____

FURTHER CONTACT: Adopter understands that GPCA Rescue may contact him/her for further verification of this dog's welfare. Adopter will cooperate by providing whatever information is requested and adopter will permit GPCA Rescue to visit the home or contact the veterinarian, if so requested. Adopter will keep GPCA Rescue informed of any changes of address, email address or telephone number so that records and microchip information may be updated. If the dog becomes lost or stolen, adopter will notify GPCA Rescue immediately.

Initial _____

REPOSSESSION: Adopter understands that, in the event he/she does not follow the terms of this Agreement or adopter neglects or abuses the dog, GPCA Rescue or another animal authority has the right to take possession of the pet. The adopter agrees to pay GPCA Rescue any and all expenses, including court costs and reasonable attorney's fees, with regards to enforcing the terms and provision of this Agreement.

Initial _____

TEMPERAMENT: GPCA Rescue tries to provide all information it can with regards to the background and temperament of animals in the adoption program, however, adopter

accepts sole responsibility for the dog based on the information available and provided at the time of this Agreement, and furthermore, was under no obligation to adopt this animal, nor any other animal from GPCA Rescue. **Adopter(s) understand that there are risks associated with adoption and ownership of a Dog, including but not limited to the danger that the Dog could harm Adopter(s) or third-parties.** Adopter(s) assumes all such risks, known or known, of adoption.” Adopter acknowledges the fact that animal rescue organizations only know what previous owners have revealed, or very little in the case of a stray, or animals from animal control facilities. The Release Statement below releases GPCA Rescue from any and all liabilities with respect to this dog’s behavior, actions, health or performance. Adopter therefore forfeits any right to sue. Adopter understands that in the event he/she gives false information or does not follow the terms of this contract, GPCA Rescue may reclaim this dog.

Initial_____

RELEASE STATEMENT

Adopter(s) of the dog identified in the beginning of this Agreement, agree, understand and promises to forever release, discharge, indemnify and hold harmless GPCA Rescue , or any of its agents or representatives, board members, or any other person associated with this rescue, their heirs, administrators, executors, successors and assigns from any and all claims, damages, costs, expenses, loss of services, actions and causes of action arising out of bodily injuries, mental anguish or property damage or any other occurrence from the present time on, caused by the adoption of this dog. Adopter(s), the undersigned, assumes sole responsibility for all manner of actions and causes of actions, suits, debts, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever arising out of possession and/or the placement of this animal. Adopter also understands that this organization will not be responsible for any medical care or costs thereof required for this animal from this day forth. All expenses resulting in any injury or illness and all care will be adopter’s sole responsibility. In addition, adopter hereby agree that GPCA Rescue, its agents or representatives, board members or any other person associated with this rescue, their heirs and assigns, successors and executors, will not and cannot be held responsible for the conduct, behavior, health or disposition of this animal. Adopter shall assume all responsibility for damages, suits, debts and actions that arise from ownership of this animal. Adopter(s) realizes that adopter(s) hereby give up any right to take any legal action whatsoever against GPCA Rescue, its agent or representatives, board members, heirs, administrators, executors, successors and assigns.

The animal’s former owner, if known, has voluntarily provided unconfirmed and unverifiable information to this rescue, but GPCA Rescue. has undertaken no investigation with regard to the history or physical condition of the animal other than given by the previous owner (if known). GPCA Rescue, and any other agents or representatives, board members, executors, successors, agents and assigns, make neither warranty nor guarantee, expressed or implied, as to the physical, medical, mental or behavioral condition of this animal, its background or its suitability or compatibility.

Adopter(s) therefore hereby release GPCA Rescue, and all of its heirs, administrators, executors, successors and assigns, board members, and any other agents or representatives from any and all responsibility with regard to this adoption, which adopter(s) undertake voluntarily and with full knowledge of the above release and its implications.

Initial_____

I, herein referred to as “Adopter”, certify that I have read, understand and agree to, the terms of this Pet Adoption Agreement and Release Statement by signing below.

Adopter's Signature

Date_____

Adopter's Printed Name

GPCA Rescue – Representative Signature

Date_____

GPCA Rescue – Representative Printed Name

Contact for GPCA Rescue- gprescue@hotmail.com