

Pacific Northwest Mastiff Fanciers Education and Rescue, Inc.

Adoption and Release Agreement

File Number:

Microchip Number:

IN CONSIDERATION of receipt of the Mastiff dog (name) _____ (color) _____

(age) _____ (sex) _____ (hereinafter "Dog"), and in further consideration of the donation of \$ _____

And reimbursement of _____ for (check appropriate items) [] spay/neutering [] adoption fees
[] medical costs [] other; for a total of _____ (\$ _____) THE UNDERSIGNED agree(s) to the

following "Term of Adoption" (and to any other Terms agreed to in the *Application for Adoption and Medical Waiver*, which are incorporated herein by reference.

1. NEUTERING/SPAYING If intact at time of adoption, Dog must be neutered or spayed by _____, 20____. With a copy of the signed spay/neuter certificate sent to PNMF Rescue. Dog may not be bred or sperm collected for future breeding. Unless a written exemption is received from PNMF Rescue, failure to neuter/spay Dog by the agreed date will result in the return of DOG to PNMF Rescue without court action____(Initial).

2. REFUND: If the DOG is returned in three (3) calendar days of adoption and Dog is in as good or better mental and physical condition as on the date of adoption, there will be a conditional, pro-rata refund of the donation and reimbursement sum, subject to the discretion of PNMF. There will be no refund of the Dog more than three (3) days after the date of adoption.

3. RETURN OF DOG/TRANSFER OF OWNERSHIP: If circumstances arise which prohibit Adopter(s) from keeping Dog, Adopter must contact PNMF Rescue to return DOG. Under no circumstances is DOG to be sold, traded, loaned or transferred in any way without first receiving written permission from an Officer or Director of PNMF.

(if for some reason PNMF cannot be contacted, Adopter(s) agrees to call Seattle Purebred Dog Rescue, Listed in the Seattle telephone book, for assistance in contacting the proper party for return.)

4. TRAINING: Dog may not be "dual personality," protection, or attack trained, or used as a "guard dog" for any property. Dog is to be kept only as a inside house pet and family companion. Adopter(s) acknowledge that PNMF Rescue is available to answer question on Dog's training and behavior throughout the life of the Dog. PNMF Rescue members will use their best judgment and experience in offering suggestions and/or referrals to professionals, but are limited by the information received and circumstances, nature and history of the Dog, make no warranties or guaranties, and have no liability for the suggestions and/or referrals offered.

5. CARE: Adopter(s) will provide appropriate food, water, shelter, attention, exercise, training, protection and any medical care necessary for Dog's welfare. Dog will wear visible ID at all times, including any required license tags. Dog has been microchipped and Adopter(s) agree to register the Dog in Adopter's name and address with the microchip company, IF DOG IS LOST OR STOLEN, THE ADOPTER(S) WILL NOTIFY PNMF RESCUE IMMEDIATELY.

6. RESERVATION OF RIGHTS: PNMF Rescue, to protect both Dog and PNMF Rescue's reputation in the rescue field as a reputable organization, and to assist Adopter(s) in adapting the Dog to Adopter(s) home , reserve the right to monitor and follow this adoption. If the terms and condition of this agreement are not upheld by the Adopter(s) and/or any material misrepresentations have been made (including prior to final adoption) to PNMF Rescue by Adopter(s) PNMF Rescue may terminate this agreement, and require return of Dog. Upon breach and written demand, Adopter(s) agree to return Dog without compensation and without a court order.

7. ATTORNEY FEES AND COSTS: If legal action is needed to recover Dog or otherwise enforce the provisions of this agreement, Adopter(s) agree(s) to mediation and/or arbitration, and/or agree(s) to personal jurisdiction in a Washington District or Superior Court of PNMF's choice; and further agree(s) to pay all court cost and reasonable attorney fees. Washington law will apply to all disputes.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: The undersigned Adopter(s) understand that PNMF is not responsible for the accuracy of information received about temperament, habits, history or physical condition of Mastiffs available for adoption. Adopter(s) understand PNMF is in no way liable or responsible for any damage, accident or injury resulting from actions of a dog placed with Adopter(s) and the undersigned Adopter(s) do hereby release, discharge, hold harmless and agree to indemnify PNMF, it's agents, members, volunteers, Officers and Director, and any other person, organization or corporation charged or chargeable with liability, their heirs, administrators, executors, successors and assigns from any and all claims, damages, costs, expenses, loss of service, actions and causes of action arising out of any act or occurrence from the present date of adoption, caused by , or arising out of actions of the Dog received by Adopter(s).
BY (MY) (OUR) SIGNATURE(S) BELOW, (I) (WE) ACKNOWLEDGE THAT (I) (WE) HAVE CAREFULLY READ THE ENTIRE AGREEMENT AND UNDERSTAND AND AGREE TO THE RELEASE, INDEMNIFICATION AND OTHER TERMS ABOVE:

Date this ____ day of _____, 20 ____

PNMF Rescue
21534 SE 265th Pl
Maple Valley, WA 98038
425-760-8090

Signature(s) of Adopter(s) _____

Printed Name(s) _____

Signature of PNMF Agent

Address

Printed Name of PNMF Rescue Agent

City/State/Zip

Work/Message Phone

Email Address

Amount received: \$ _____ [] cash [] check