



SAVED BY GRACE DOG RESCUE, INC.
GUTHRIE, OKLAHOMA

TERMS AND CONDITIONS

Saved by Grace Dog Rescue, Inc., an Oklahoma nonprofit corporation (the “Dog Rescue”), and the (the “Adopter”), hereby agree to the following:

1. Adoption Payment. The Adopter agrees to make a non-refundable payment of agreed upon sum which shall be made payable to the Dog Rescue for consideration of the Adoption.

2. Return Policy. The Adopter shall not return the Adopted Dog to the Dog Rescue without the express written consent of the Dog Rescue. Once the Adoption is finalized, the Adopted Dog shall be the responsibility of the Adopter and shall cease to be the responsibility of the Dog Rescue.

3. No Warranties. The Dog Rescue makes no warranty as to the temperament or physical condition of the Adopted Dog. The Adopted Dog is being adopted as-is. All warranties with regard to the Adopted Dog, including the implied warranty of merchantability and fitness for a particular purpose, as applicable, are hereby specifically disclaimed by the Adopter.

4. Release & Indemnification; No Liability. The Adopter hereby fully releases the Dog Rescue and its directors, officers, agents, employees, or volunteers from any and all liability for personal injury, property damage, legal fees, veterinary care, or any other expense or liability incurred by the Adopted as a result of the Adoption, including any and all actions taken by the Adopted Dog. The Adopter agrees to indemnify and hold harmless the Dog Rescue from any and all such claims and to pay, without limitation, any costs related to any such injury damages, or other liability of the Dog Rescue incurred as a result of the Adoption or the Adopted Dog, including but not limited to, any attorney’s fees incurred by the Dog Rescue in its defense of such claims. The Adopter further agrees to the terms and conditions of the Voluntary Release & Waiver of Liability attached as Exhibit A.

5. Breach of Agreement; Liquidated Damages. In the event that the Dog Rescue agrees to retake the Adopted Dog pursuant to Section 2 herein, the Adopter agrees to reimburse the Dog Rescue for any and all reasonable expenses incurred by the Dog Rescue in order to retake the Adopted Dog.

6. Severability. If any provision of this Agreement is held invalid by a court of proper jurisdiction, it is agreed by the parties that the remaining provisions shall continue in full force and effect.

7. Governing Law. The laws of the State of Oklahoma shall govern this Agreement, without respect to any conflicts of law.

8. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the Dog Rescue and the Adopter and hereby supersede any and all previous agreements, whether written, oral, or otherwise, between the parties.



EXHIBIT A

VOLUNTARY RELEASE & WAIVER OF LIABILITY

This Voluntary Release & Waiver of Liability (this “Release”) is made and entered by and between Saved by Grace Dog Rescue, Inc., an Oklahoma nonprofit corporation (the “Dog Rescue”), and (the “Adopter”). The Adopter desires to adopt an animal from the Dog Rescue (the “Adoption”), and as an inducement for the Dog Rescue to agree to the adoption, the undersigned hereby represents, acknowledges, and agrees to the following:

1. The Adopter acknowledges that, due to the unpredictable nature of animals, certain risks and dangers may occur while caring for an animal, including risks of injury to person and property, and that the Adopter has voluntarily agreed to make the Adoption with full knowledge of such risks and hereby voluntarily assumes all of such risks.
2. The Adopter agrees that it shall not make any claims against, sue, or otherwise bring litigation against the Dog Rescue, its directors, officers, agents, employees, or volunteers for any injury or damage caused by the animal(s) adopted pursuant to the Adoption.
3. The Adopter hereby voluntarily releases, discharges, waives, and relinquishes any and all actions or causes of action for personal injury, property damage, or wrongful death occurring to the Adopter or any third party as a result of any action or activity of the animal(s) adopted pursuant to the Adoption.
4. The Adopter hereby agrees to hold the Dog Rescue and its directors, officers, agents, employees, or volunteers harmless and to indemnify them from and against any liability, claims, judgments, or expenses incurred pursuant to the Adoption and the Adopter’s ownership of such animal(s) thereafter.
5. The Adopter agrees and acknowledges that it has carefully read the foregoing and further agrees and acknowledges that this Release constitutes a disclaimer or liability on behalf of the Dog Rescue and a release of any and all claims by the Adopter, whether now or hereafter arising. The Adopter agrees and acknowledges that it assumes all risks and liability inherent in its decision to adopt an animal from the Dog Rescue and any release activities.
6. If any provision of this Release is held invalid by a court of proper jurisdiction, it is agreed by the parties that the remaining provisions shall continue in full force and effect.
7. The laws of the State of Oklahoma shall govern this Agreement, without respect to any conflicts of law.