

# Doberman Rescue of Nevada

www.drnv.org  
702-672-7204



## ADOPTION CONTRACT

This adoption, release and indemnity agreement is entered into on \_\_\_\_\_  
by and between Doberman Rescue of Nevada (hereinafter DRNV), a non-profit Nevada corporation, and  
\_\_\_\_\_ (hereinafter Adopter) who resides at

City of \_\_\_\_\_, State of \_\_\_\_\_, ZIP \_\_\_\_\_  
Telephone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Email \_\_\_\_\_ Driver's License State/Number \_\_\_\_\_

Whereas DRNV has custody of \_\_\_\_\_ (hereinafter Dog)

Whereas Adopter wishes to take custody of Dog

Now, therefore, in consideration of DRNV's relinquishment of custody and any and all ownership rights of Dog, Adopter hereby gives and grants unto DRNV this Adoption, Release and Indemnity Agreement and promises, covenants and agrees:

1. to give Dog adequate food, water, inside shelter at all times and veterinary care, including proper shots (DHLPP annually and rabies every three years); Adopter's treatment of Dog will be humane and loving for the rest of its life; Adopter will be legally and financially responsible for Dog henceforth;
2. to ensure Dog is maintained on and kept current on all immunizations and treatments and updated according to a veterinarian's schedule;
3. to license Dog in accordance with the laws and ordinances and to abide by leash laws and ordinances of the municipality, county and state in which Adopter lives;
4. to ensure that at all times Dog wears a collar and identification tag with Adopter's phone number and/or address; Adopter will not leave Dog unattended while wearing a choke chain or pinch collar;
5. to keep Dog as a house pet to be exercised in a fenced yard or on a leash and not be allowed to roam off Adopter's property;
6. to not transport Dog in the open bed of a pickup truck or to otherwise place Dog in positions of unreasonable risk of injury;
7. to attend and complete a basic obedience course with Dog and send proof of completion within six months to DRNV;
8. to not sell, trade or dispose of Dog to any person, company, organization, medical facility, pound or animal shelter before informing DRNV, which shall have the option of retaking custody of Dog without refunding the adoption fee and without recourse by Adopter; Adopter understands that advance notice of at least one week is often required. Adopter will keep dog safely in Adopter's care for this period of time;
9. to promptly notify DRNV of any change of address;
10. that legal action may be taken against me if Dog is used for any medical or experimental purposes; kept chained or tied; or used as an outside guard dog;
11. if Dog becomes lost, Adopter will notify DRNV and follow instructions for recovering the dog.
12. though every effort has been made to ensure that Dog is a healthy, loving pet, DRNV is not liable for any injuries that Dog could inflict on any person after leaving DRNV facilities;
13. that DRNV reserves the right to examine and make inquiry about Dog at any time; If Adopter fails to keep Dog in accordance with the terms of this Agreement, DRNV may retake custody of Dog without refunding adoption fee and without recourse by Adopter; and Adopter will pay any costs necessary to rehabilitate the dog or for litigation.

14. that no AKC registration certificate, if applicable, will transfer to Adopter;
15. if Dog is not spayed/neutered before adoption, Adopter will have Dog spayed/neutered by \_\_\_\_\_ . If the spay/neuter is not completed by this date, the spay/neuter deposit will be forfeited. Should an exception be requested, Dog must be seen by one of DRNV's approved veterinarians.
16. that all information contained on Adopter's application is true and correct; if DRNV learns that information on this application is materially false or misleading in any respect, ownership of Dog is forfeited and DRNV may retake custody of Dog without refunding the adoption fee and without recourse by Adopter;
17. that any breach by Adopter of this Agreement would damage DRNV in a way that could not be adequately compensated by monetary damages; the parties therefore agree that breach or threatened breach by Adopter of this Agreement may appropriately be restrained by an injunctive order for Adopter to return Dog to DRNV, granted by a court of appropriate jurisdiction; Adopter pays DRNV the cost DRNV incurs to retake custody of Dog, including court fees, attorney's fees and any other related fees;
18. this Agreement shall be governed and construed in accordance with the laws of the State of Nevada; and
19. any disputes between the parties to this Agreement concerning the subject matter of this Agreement shall be submitted for resolution to the courts of Clark County, Nevada.
20. Other promises, covenant and/or agreements: \_\_\_\_\_

**HOLD HARMLESS**

DRNV and its officers, directors, volunteers and agents shall not be liable to Adopter for any personal injury, death or property damage caused directly or indirectly by Dog as a result of any actions by DRNV, including but not limited to acts of negligence. Furthermore, Adopter acknowledges and agrees that by signing this agreement and taking custody of Dog, Adopter does hereby release DRNV from any and all liability, claims, lawsuits, demands or causes of action, which may arise out of or be brought against DRNV under any and all theories of liability. By virtue of the release of Dog to Adopter, Adopter expressly acknowledges that the release provided for in this paragraph is designed and intended to protect DRNV from the consequences of any attack, behavior or other action by Dog and from the consequences of any act or omission or negligence on the part of DRNV in obtaining custody of Dog, in providing care for Dog or in failing to provide timely or adequate warning to any person concerning Dog.

**INDEMNIFICATION**

Adopter expressly agrees to defend, pay, indemnify and hold harmless DRNV from all lawsuits, actions, losses, damages, claims or liability of any character, type or description, including but not limited to all expenses of litigation, court costs and attorney's fees for injury or death to any person, or damage to any property received or sustained by any person or persons or property arising out of or occasioned by, directly or indirectly, the release of Dog to Adopter. Adopter expressly acknowledges and agrees that the indemnity provided for in this paragraph is designed and intended to protect DRNV from the consequences of any attack, behavior or other action by Dog and from the consequences of any act or omission or negligence on the part of DRNV in obtaining custody of Dog, in providing care for Dog or in failing to provide timely or adequate warning to any person concerning Dog.

**NO WARRANTIES OR REPRESENTATIONS**

Adopter understands that DRNV makes no warranties, express or implied, or representations as to the health, fitness, demeanor or well-being of Dog. Adopter agrees and understands that upon taking custody of Dog, Adopter assumes any and all risk associated with the Dog's physical condition including but not limited to sickness or the death of Dog. Additionally, Adopter assumes all risk and consequences in the event Dog should bite, scratch, injure or cause the death of any person or animal, or cause damage to property after being released into Adopter's custody.

***I, the Adopter, understand all conditions and assume full responsibility for Dog's lifetime. I fully understand and agree that if I fail to comply with any of the terms and conditions herein enumerated, I will surrender Dog to DRNV upon demand. If this event occurs, I will be in breach of said contract and be held responsible as such.***

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Adoption Fee \_\_\_\_\_ Cash/Check No. \_\_\_\_\_ Donation \_\_\_\_\_ TOTAL \_\_\_\_\_

**MEDICAL INFORMATION for**

\_\_\_\_\_  
*Unless otherwise noted, Dog requires NO additional veterinarian services at this time*

Breed \_\_\_\_\_ Gender \_\_\_\_\_ Estimated Age \_\_\_\_\_

Color \_\_\_\_\_ Ears \_\_\_\_\_ Tail \_\_\_\_\_ Weight \_\_\_\_\_

DHLP-P: \_\_\_\_\_

Rabies: \_\_\_\_\_

Bordetella: \_\_\_\_\_

Spay/Neuter Date/Location \_\_\_\_\_

Microchip Number/Type \_\_\_\_\_ Avid / Home Again / Other \_\_\_\_\_

Food/Treats \_\_\_\_\_

Additional Information \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If Applicable**

Fecal Date/Results/Next Due \_\_\_\_\_

Where administered \_\_\_\_\_

Dewormer Flagyl \_\_\_\_\_

Dewormer Panacur \_\_\_\_\_

Dewormer Strongid \_\_\_\_\_

Dewormer Other \_\_\_\_\_

Heartworm Test Results/Date \_\_\_\_\_ Where administered \_\_\_\_\_

Heartworm Preventative Due \_\_\_\_\_

Revised 09/21/2011