



People Saving DOGS Saving People

Foster Agreement

FOSTER'S NAME : _____

ADDRESS : _____ APT # : _____

CITY : _____ ZIP CODE : _____ PHONE : _____

DRIVER LICENSE # : _____ DATE OF BIRTH : _____

EMAIL : _____

ANIMALS DESCRIPTION

NAME : _____ DOB : _____ FIXED : Yes or no

BREED : _____ Sex: Male or Female

COLOR : _____

DISTINGUISHING MARKINGS : _____

MICROCHIP IDENTIFICATION NUMBER : _____

I, _____, hereafter referred to as the Foster, hereby agree that the above described animal is being fostered by me solely as an animal for myself and/or my immediate family. I agree that I will not sell, give away or otherwise dispose of said animal to any person(s), dealer, retailer, auction, institute or any other entity for any reason. If at a later date I am unable or unwilling to foster this animal, I agree to first contact KAAAWA K9 Rescue and allow them to reclaim said animal. I hereby agree to care for the above-described animal in a humane and responsible manner and to provide it with clean and adequate shelter, food, and water. I will be attentive to this animals needs and immediately contact KAAAWA K9 Rescue if the animal needs veterinary care. I further agree that said animal shall reside inside my home/property and shall not be allowed to roam freely.

I hereby agree that this pet shall wear a collar or harness with identification tags at all times.

I hereby understand and agree that KAAAWA K9 Rescue makes no representations or warranties, expressed or implied, about the above-mentioned animal's temperament and is hereby absolved from any liability for future damages or injuries caused by said animal. I also understand and agree that KAAAWA K9 Rescue gives no guarantees, expressed or implied, of the suitability of the animal to the adopter and/or his family.

1. Lost Animal: You agree to make an immediate and serious effort to find the animal if it becomes lost, by (a) filing lost reports with the local police, animal control authorities, animal shelters, SPCAs and local veterinarians and pet stores, (b) contact us for additional support and advice. Furthermore, Foster understands that if the loss was the

result of negligence or failure to comply with the covenants of this Agreement, KAAAWA K9 Rescue reserves the right not to return the animal and to place foster into a new home.

2. No Right to Transfer: If at any time in the future you cannot continue to provide proper care for the animal, you will not abandon, give or sell the animal to another person, company, organization, medical research, pound or animal shelter. You agree to return the animal to KAAAWA K9 Rescue.

3. Euthanasia: You agree that you may not euthanize the animal for any reason.

4. Change of Contact Info: You will notify KAAAWA K9 Rescue of all changes of address and/or telephone within 24 hours after the change.

5. Follow Up: Foster understands and agrees that KAAAWA K9 Rescue is fully entitled to make follow-up visits or phone calls to ascertain that all of the covenants and clauses of this agreement are being satisfied. Foster is obligated to cooperate with KAAAWA K9 Rescue. KAAAWA K9 Rescue will provide Foster with 8 hours of notice, prior to a follow-up visit.

6. Right to Reclaim: Foster understands and agrees that KAAAWA K9 Rescue reserves the right to reclaim the animal if any of the above conditions are not met to the satisfaction of KAAAWA K9 Rescue.

7. Foster further understands and agrees that Foster will pay any expenses incurred by KAAAWA K9 Rescue in exercising its rights under this provision in addition to any liquidated damages required by other provisions of this Agreement.

8. No Warrantee: KAAAWA K9 Rescue makes no warranty as to the temperament or physical condition of the animal. The Foster is being fostered as is.

9. Special Disclaimer: All warranties with regard to the animal, including any implied warranty of merchantability and fitness for a particular purpose, where they are applicable, are hereby specifically disclaimed.

10. Release & Indemnification/No Liability: Foster hereby releases KAAAWA K9 Rescue from any and all liability for personal injury, property damage, legal fees, or veterinary care, or any other expense or liability incurred by Foster as a result of this program.

11. Foster agrees to indemnify KAAAWA K9 Rescue from any and all such claims and to pay, without limitation, any costs related to such injury, damage, or liability, including, in the case of litigation, any attorney's fees incurred by KAAAWA K9 Rescue in its defense.

12. Breach of Agreement/Liquidated Damages. In the event that you do not comply with the terms of this Agreement, or the animal is abused or neglected, we hold the right to recover the animal from you upon demand, and the animal will be surrendered to us immediately. In addition, without waiving any of our rights under this Agreement, if you do not surrender the animal to us, you will owe us a payment in the amount of \$2,500 agreed between us as just and reasonable liquidated damages to compensate us for our costs and expenses in connection with your breach of this Agreement and we reserve our rights to reacquire the animal.

13. Entire Agreement/Modification/Binding Effect: This Agreement (including the attached Voluntary Release/Waiver of Liability) is the entire agreement between you and us, and supersedes any prior understandings between you and us with respect to the subject matter of this agreement. No modification of this Agreement will be valid unless in writing duly signed by both you and us. This Agreement is binding upon you and your heirs, assigns, successors, personal representatives and executors.

FOSTER'S NAME: _____

I certify that all statements made by me on this foster agreement are true and correct. I agree that KAAAWA K9 Rescue has the right to confiscate the above-described animal in the event that any statements made by me are found to be false.

FOSTER'S SIGNATURE

DATE: _____

WITNESS SIGNATURE

DATE: _____

VOLUNTARY RELEASE / WAIVER OF LIABILITY

This Voluntary Release/Waiver of Liability (the "Release") is made and entered between this undersigned and KAAAWA K9 Rescue ("Rescue"), effective as of the below-indicated date. The undersigned desires to foster an animal from Rescue, and as an inducement to Rescue to agree to the fostering, the undersigned hereby represents, acknowledges and agrees as follows:

1. I acknowledge 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 I have voluntarily agreed to foster with full knowledge of such risks and hereby voluntarily assume all of such risks.
2. I agree that I will not make any claims against, sue or attach any property of KAAAWA K9 Rescue, its directors, officers, agents, employees and/or volunteers for any injury or damage caused by any animal(s) adopted from Rescue.
3. I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death occurring to me or third parties as a result of any action or activity of any animal(s) adopted by me from Rescue. It is my intention by this instrument to exempt and relieve Rescue from ALL liability for personal injury, property damage or wrongful death caused by negligence or otherwise.
4. I hereby agree to hold Rescue and its directors, officers, agents and/or employees harmless and indemnify them from and against any liability, claims, judgments or expenses I may incur arising out of my adoption of an animal from rescue and/or my ownership or care of any such animal thereafter.
5. I HAVE CAREFULLY READ THE FOREGOING, AND I UNDERSTAND THAT TOGETHER THEY CONSTITUTE A DISCLAIMER OF LIABILITY BY RESCUE AND A RELEASE OF ALL CLAIMS BY ME. I UNDERSTAND THAT I ASSUME ALL RISKS INHERENT IN MY DECISION TO FOSTER AN ANIMAL FROM RESCUE AND ANY RELATED ACTIVITIES.
I VOLUNTARILY SIGN BELOW TO EVIDENCE MY ACCEPTANCE OF THE ABOVE PROVISIONS.
6. If any portion of this Release is held invalid, it is agreed that the balance hereof shall continue in full legal force and effect.
7. This Release is governed by the laws of the State of Hawaii applicable to agreements entered into and fully performed therein.

Dated: _____

Signed in _____, Hawaii

Signature of Animal Foster _____

Print Name _____