OWNER SURRENDER AGREEMENT

This Owner Surrender Agreement (“Agreement”), dated as of **[Month]** **[Date]**, 20\_\_\_, is entered into between **[Name of Shelter]** (the “Shelter”), on the one hand, and the individual(s) whose information is listed on the signature page of this Agreement (the “Owner”), on the other hand.

1. ***Owner’s Status.*** The Owner is the lawful owner, or agent authorized by the lawful owner, of **[Name of Animal]** (a **[Species]**) (the “Animal”). The Owner is at least eighteen (18) years of age and able to enter into and perform this Agreement.

2. ***Surrender of Animal.*** The Owner desires to surrender and transfer the full and complete ownership interest, as well as all legal and equitable rights, in the Animal to the Shelter, and the Shelter agrees to such transfer of the Animal subject to the terms and conditions stated in this Agreement. The Owner understands and agrees that the Shelter will have sole and complete discretion and judgment as to the care and disposition of the Animal as well as the means, method and manner of providing any veterinary or other care for the Animal. The Owner understands and agrees that the Shelter’s rights with respect to the Animal include, without limitation, the authority and right, in its sole discretion, to euthanize (i.e., humanely kill) the Animal, and also to foster, adopt out, or transfer the Animal to a rescue organization or other animal shelter. The Owner understands further that the Shelter is not required to provide him/her with any information about the Animal, including, without limitation, information relating to the Animal’s medical condition, prognosis, disposition or whereabouts.

3. ***Release of Liability and Indemnification.*** The Owner hereby completely releases and forever discharges the Shelter and its employees, volunteers and agents (collectively, “Representatives”) from, and expressly waives and relinquishes, any and all claims, actions or causes of action of any kind whatsoever, which Owner now has or later may have against the Shelter and/or its Representatives, and which in any way result from, arise out of, or are in connection with the Owner’s relinquishment of all legal and equitable rights in the Animal, including all rights of ownership, custody and possession of the Animal, or the Shelter’s acceptance of the Animal (including, without limitation, any decision on the Shelter’s part to euthanize the Animal), whether or not such claims, actions or causes of action may be attributable to the negligence or carelessness of the Shelter or its Representatives. The Owner further agrees to indemnify and hold the Shelter and its representatives harmless from and against any and all claims, liabilities, demands, causes of action, losses, damages, expenses (including veterinary expenses) and fees (including attorneys’ fees) arising from any breach of the representations, warranties or agreements made by the Owner in this Agreement or otherwise arising from or related to the Owner’s relinquishment of all legal and equitable rights in the Animal, including all rights of ownership, custody and possession of the Animal, or the Shelter’s acceptance of the Animal (including, without limitation, any decision on the Shelter’s part to euthanize the Animal). This indemnification provision specifically includes, without limitation, any claims based on the contention that the Owner did not have the authority to relinquish the Animal to the Shelter.**]**

4. ***Animal Bites.*** Owner represents and warrants that, to the best of his/her knowledge, the Animal **[CHECK ONE]** has \_\_\_\_\_ has not \_\_\_\_\_ bitten any person in the past 14 days; and **[CHECK ONE]** has \_\_\_\_\_ has not \_\_\_\_\_ been exposed to, or suspected to have, rabies (through being bitten by or having had intimate contact with a known or suspected rabid animal, or otherwise).

5. ***General Provisions.*** This Agreement may be executed in counterparts, each of which is deemed to be an original but when taken together shall constitute one instrument. This Agreement shall be interpreted in accordance with the laws of the State of California, without regard to principles of choice or conflicts of law, and the Owner and Shelter agree that all disputes between them relating to this Agreement shall be resolved or adjudicated in **[Shelter’s Location]** County. If any provision of this Agreement is deemed void, invalid or unenforceable, such provision shall be considered severed from this Agreement and shall not affect the validity or enforceability of any other provision of the Agreement. This Agreement constitutes the entire understanding and agreement between the parties regarding the subject matter herein and supersedes all prior understandings, discussions, representations, warranties and agreements between the parties, whether written or oral.

By signing this Agreement, each party hereby agrees to, acknowledges and gives its consent without reservation to the above terms and conditions, as of the date and time when the Shelter has the Animal in its custody.

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| **“SHELTER”****[INSERT NAME]** By: Print Name: Its:  | **“OWNER”**By: Print Name:  |