**ADOPTION AGREEMENT**

This Adoption Agreement (“Agreement”), dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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 (collectively, the “Adopter”), on the other hand.

1. ***Adoption of Animal***. The Adopter desires to adopt **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (a **\_\_\_\_\_\_\_\_\_** identified by the Animal ID# \_\_\_\_\_\_\_\_\_\_\_\_\_\_) (the “Animal”) from the Shelter, and the Shelter agrees to such adoption by the Adopter subject to the following terms and conditions. A copy of pertinent information on file under the relevant Animal ID for the Animal has been provided by the Shelter to the Adopter. The Adopter certifies that (a) the Adopter is at least 18 years of age and able to enter into and perform this Agreement in his/her name, and (b) neither the Adopter nor anyone currently residing at the Adopter’s residence has ever been found guilty of violating any law regarding the welfare of, or cruelty to, animals.
2. ***Ownership Transfer****.* Starting from the date and time when the Adopter receives the Animal and has the Animal in his/her custody (the “Effective Time”), the Shelter transfers to the Adopter all legal and equitable rights and responsibilities related to the Animal. If the Animal is microchipped, the Adopter hereby agrees to promptly take all actions that are necessary to transfer Adopter’s information with respect to the microchip identification. [**{Shelter decision}** If the Animal is not microchipped, the Adopter hereby agrees to promptly microchip and properly register the Animal.]
3. ***Animal Adopted As-Is****.* The Adopter recognizes that, although the Shelter has taken reasonable steps to place the Animal with a compatible adopter, the Shelter does not guarantee, nor does the Shelter make any representations or warranties (expressed or implied) about the health, breed, temperament, training, behavior or age of the Animal or its suitability for Adopter’s lifestyle or household. The Adopter is fully aware that the Animal may have been exposed to contagious or infectious diseases or injured prior to the Effective Time. Despite the Shelter’s observations of the Animal while in the custody of the Shelter, the Adopter understands that the Animal may have unseen or unknown medical or physical problems. The Shelter is in no way responsible for any consequences or costs incurred by the Adopter after the Effective Time because of the Animal’s medical or physical problems. The Adopter accepts the Animal “as is”.
4. ***Expenses****.* Starting from the Effective Time, all costs of care for, and maintenance and sustenance of, the Animal (including, without limitation, the Animal’s veterinary expenses) are the sole responsibility of Adopter.
5. ***Responsibility of Care***. The Adopter is adopting the Animal only for the purpose of companionship, and agrees to the following conditions, as of the Effective Time:
	1. s/he will provide proper and sufficient food, water, shelter and identification for the Animal, as well as adequate exercise and affection;
	2. [**{Shelter Decision}** s/he will ensure compliance with any legal requirements with respect to the Animal and will attach any required appropriate tags, as well as a personal identification tag to a collar to be worn at all times by the Animal];
	3. s/he will use only positive, humane methods of training and handling during the Animal’s lifetime, which means that the Adopter will never use prong, choke or shock collars or other punishment-based equipment with the Animal or engage in (or allow the Animal to be engaged in) any training of the Animal that involves punishment, pain or fear;
	4. s/he will never declaw the Animal, other than for therapeutic reasons recommended by a veterinarian; and
	5. s/he will never allow the Animal to be used for experimentation, vivisection, research, fighting or any activity other than personal companionship.
	6. [**{Shelter Decision}** requirement of post-adoption veterinary visit and/or routine veterinary care.]
6. ***Media Release***. The Adopter grants to the Shelter permission to use the Adopter’s (and/or the Animal’s) name, likeness and/or statements provided by the Adopter or captured of the Adopter (and/or the Animal) in photographs, audio, video, film or other media to promote the Shelter’s services and programs, to publicize events or for any other lawful purpose. This includes the right to edit, alter, copy, publish or distribute any such photographs or video. Adopter understands and agrees that all such film, audio, prints and negatives are the sole property of the Shelter, and may be used by the Shelter in connection with promoting the mission of the Shelter without payment, royalties or any other consideration and without prior notification.
7. ***Release and Waiver of Liability***. The Adopter acknowledges and agrees that the Shelter is not liable for any claims, legal actions, losses, injuries, damages, costs, expenses or liabilities whatsoever in connection with his/her adoption, ownership or care of the Animal.
8. ***Rescission of Adoption*.** The Adopter understands and agrees that the Shelter shall retain the right to rescind the adoption and remove the Animal from the Adopter’s ownership and possession at any time if: (a) the Shelter believes that the Animal is not receiving proper care; or (b) any of the statements/representations made by the Adopter herein are false; or (c) any terms of this Agreement are violated by the Adopter. In any such case, the Adopter hereby agrees to surrender the Animal to an authorized representative of the Shelter at the Shelter or at any place the Animal can be found, including the Adopter’s residence. The Adopter agrees that any entry by an authorized representative of the Shelter onto the premises where the Animalis sheltered for the purpose of reclaiming the Animal pursuant to the terms of this Paragraph shall not be construed as trespassing.
9. ***General Provisions***. 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 Adopter and Shelter agree that all disputes between them relating to this Agreement shall be resolved or adjudicated in the County in which the Shelter is located. 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. 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.
10. ***Release of Liability and Indemnification***. The Adopter hereby expressly waives and relinquishes, completely releases and forever discharges the Shelter and its Representatives from any and all actions or causes of action of any kind whatsoever, which the Adopter now has or later may have against the Shelter and/or its Representatives, in any way resulting from, arising out of or in connection with the adoption, ownership or care of the Animal, whether or not the same shall be attributable to the negligence or carelessness of the Shelter or its Representatives. [**{Shelter decision}** The Adopter 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 Adopter herein or in the Adoption Agreement or otherwise arising from the Adopter’s adoption, ownership and/or care of the Animal.]

By signing this Agreement, the Adopter hereby agrees to, acknowledges and gives his/her consent without reservation to the above terms and conditions.

**Adopter**:

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Print Name Signature

Driver’s License No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Residence Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Telephone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Print Name Signature

Driver’s License No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Residence Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Telephone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Shelter**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Staff Name Signature