

PEACE OF MIND DOG RESCUE

INDEMNITY AND HOLD-HARMLESS AGREEMENT

THIS AGREEMENT is executed effective this ____ day of ____ in the year ____ by _____ a California Not-For-Profit Corporation qualified under IRC Section 501(c)(3) whose full address is _____, hereinafter referred to as “INDEMNOR”, in favor of and for benefit of The Peace of Mind Dog Rescue, a California Not-for-Profit Corporation located at 615 Forest Ave, Pacific Grove, California and all of its officers, directors, employees, volunteers and agents, individually and collectively without limitation hereinafter collectively referred to as “POMDR”.

For good and valuable consideration, the receipt and sufficiency of which being acknowledged for it and its officers, employees, agents and members, INDEMNOR does hereby agree, irrevocably, as follows:

1. To indemnify and save and hold harmless POMDR from and for, any and all liability, claims, suits, proceedings, demands, losses, damages or expense of any name or nature, including administrative orders and proceeding and arbitration, which POMDR sustains or incurs, including all claims regarding property loss, personal injury or death, resulting in any way, or in any manner connected with INDEMNOR’s adoption of a dog hereinafter referred to as “PET” identified by POMDR Id Number and name, _____, and Microchip Number _____.
2. INDEMNOR assumes full risk of any loss, injury or damages whatsoever occurring caused by or related directly or indirectly to PET upon or after transfer of PET to INDEMNOR.
3. This right of indemnity shall include attorney fees and any and all civil or administrative defense costs as incurred.

4. This Agreement is also a covenant not to sue POMDR for any cause or matter referred to herein and INDEMNOR agrees that the provisions contained herein are intended to be as broad and inclusive as permitted by laws of State of California and if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect.

5. INDEMNOR acknowledges that the POMDR has informed INDEMNOR that, in POMDR's professional opinion, PET needs a guardian experienced with rehabilitating dogs with behavior issues, including aggression toward people and other animals. INDEMNOR further acknowledges that POMDR is transferring ownership of PET to INDEMNOR solely and exclusively because INDEMNOR has identified him or herself as qualified and willing to take on such PET.

IN WITNESS WHEREOF, INDEMNOR has executed this document, with full and complete knowledge of its effects, as of the day and date first above written.

INDEMNOR

By its Authorized Agent: _____

Print Name: _____

POMDR Staff: _____

Print Name: _____