



AGAPE

ANIMAL RESCUE

Foster Parent Release

This document provides for the release of liability of Agape Animal Rescue (Agape) and its members and representatives due to the actions of the foster dog, owned by Agape, and placed into Foster Care with:

Last Name _____ First Name _____ Middle Initial _____

Permanent Address _____

City _____ State _____ Zip Code _____

Home Phone (____) _____ Cell Phone (____) _____

I, the Foster Care provider named above, understand that Agape, its members, and representatives, have no way of guaranteeing the actions or disposition of the dog placed into Foster Care with me. I understand that every effort has been made to assess the disposition and temperament of the dog beforehand but, being a living animal, he/she may act unpredictably in any given situation and that I, as the keeper of the dog, must take necessary precautions to prevent accidents and guard against unpredicted actions by the dog.

Further, I promise to take adequate care of the foster dog while he/she is in my possession providing food donated by Agape, water, and shelter as needed by a dog of this size and condition. I also promise to promptly notify Agape if the dog is in need of any veterinary care such as vaccinations, routine testing, refill of heartworm preventive, or treatment for illness so that this care can be provided in a timely manner. Control of external parasites (fleas and ticks) will be maintained by me as well. Supplies are provided by Agape.

At no time will I allow the dog to be a nuisance to people or other animals. To that end I will keep the dog confined in a fenced yard or inside a house when he/she is not with me or a member of my family. At no time will a dog be placed outside on a tie-out or outside unsupervised. When off of my property, the dog will be kept on a leash unless it is in a fenced area approved for free running dogs (commonly referred to as a "dog park").

I understand that fostering a dog for Agape is not the same as adopting a dog from Agape and that the dog must be made available to Prospective Owners referred by Agape for possible permanent Adoption. If I wish to adopt the dog, then I must notify Agape and work out a separate agreement.

The Foster Care Provider agrees to allow inspection of his/her home and the conditions in which the Agape rescued dog is living at any time by a representative of Agape. The Foster Care Provider also agrees to immediate surrender of the dog to an Agape representative upon demand.

This agreement is governed by and should be interpreted in accordance with the applicable federal laws and the internal laws of the State of Tennessee.

Assignment: You may not assign this agreement or any of your rights or duties under it to any third party without our prior written consent.

Arbitration: In the event of any disputes both parties agree to arbitration before the pursuit of any legal action. Should it be necessary to litigate in connection with any dispute concerning the care, treatment and/or custody of this animal, the Foster Care Provider agrees to pay all court costs and reasonable attorney's fees.

Jury Trial Waiver: You and we both knowingly, voluntarily, intentionally and irrevocably waive any right to a trial by jury with respect to any litigation based on, arising out of or relating to the agreement, the services, or any other document, course of conduct, course of dealing, statements, whether verbal or written, or your or our actions. This provision is a material inducement for us to enter into the agreement. You also acknowledge that none of our representatives or agents have represented that we would not seek to enforce this jury trial waiver in the event of any litigation.

Print Name: _____ Signed: _____ Dated: _____