ANIMAL ADOPTION AGREEMENT AND RELEASE

I, ____________________________, wish to adopt the following animal (the “Animal”) from the University of Colorado Boulder (UCB) and wish to be fully responsible for the care, treatment, actions, and well-being of this Animal:

Animal ID: _____________________________ Species: _____________________________
Description: _____________________________ Gender: ______________ Age:________

UCB may only release the Animal to me following my agreement to and acceptance of all terms and conditions of this Adoption Agreement and Release. For good and valuable consideration, receipt of which is hereby acknowledged, I agree, as follows:

A. I understand and agree that:
   1) I am adopting this animal voluntarily and solely as my personal pet;
   2) The University will not charge me a fee to adopt this Animal;
   3) The Animal has been research study subject at the University of Colorado-Boulder;
   4) Once I have adopted the Animal I am solely responsible for the Animal; and
   5) Because of biosecurity concerns, UCB cannot accept the Animal back into the research facility once it leaves.

B. I further agree and affirm that, following release of the animal to me:
   1) I will humanely and responsibly care for the Animal;
   2) I will provide clean and adequate shelter, food, water and veterinary care for the Animal;
   3) I will comply with all applicable laws and regulations regarding the Animal, including any leash or licensing requirements;
   4) I will not, nor will I permit others to, breed, resell, use for feed, or use the Animal in any illegal activity; and
   5) If I cannot longer care for the Animal, as committed to in this Section B, I will re-home the Animal with someone who can and will care for the animal in this manner.

C. Diagnoses, if any, as of the date of adoption:
____________________________________________________________________________

D. UCB has identified in Section C only those diagnoses of which it is currently aware. UCB strives to keep its animals healthy and to permit the adoption only of healthy animals, but UCB cannot and does not represent, warrant or guarantee the health, temperament or behavior of the Animal. I understand that health, temperament and behavior is inherently unpredictable and that past health and behavior is no guarantee of future health and behavior. No statements made by UCB, including UCB’s Attending Veterinarian and other UCB officers, employees and agents (the “Released Parties”), may be relied upon as guarantees or warranties.

I AM ADOPTING THIS ANIMAL, “AS IS” AND WITH ALL FAULTS, KNOWN OR UNKNOWN. UCB EXPRESSLY DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED
WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM OR RELATED TO THE ANIMAL AND THIS AGREEMENT.

E. I, on behalf of myself, my spouse, children, family members, agents and representatives completely and unconditionally RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE THE RELEASED PARTIES FOR DAMAGES OF ANY KIND ARISING OUT OF MY ADOPTION OF THE ANIMAL OR THIS AGREEMENT. I agree to defend, indemnify and hold harmless the Released Parties from all liabilities, claims, demands, losses, and damages, including attorneys’ fees and costs, arising, directly or indirectly, out of this Agreement, whether or not caused or alleged to be caused in whole or in part by the negligence of any of the Released Parties, or otherwise, and whether such losses or damages can be anticipated or not and including any damages, attorneys’ fees or costs incurred to enforce this Agreement.

I accept and agree to all of the foregoing terms and conditions:

ADOPTING OWNER

Name (printed)  Date

Address

Signature