



Fostering Agreement and Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

Fostering Agreement:

The foster home serves as a safe and comfortable environment for the rescue animal and allows all involved to get to know something about the animal before it is placed in a permanent home. Every measure is to be taken to ensure a safe and comfortable living situation for the foster family and the foster animal. I acknowledge and agree that the Humane Society Pet Rescue and Adoption Center cannot guarantee me or anyone else what type of temperament the animal(s) I am fostering may have, that I am not an agent of the Humane Society Pet Rescue and Adoption Center, and that I hereby accept responsibility for the animal(s) in my care. My ability to foster an animal from the Humane Society Pet Rescue and Adoption Center is contingent on a satisfactory home visit.

I understand that if I am chosen to foster an animal, I have an obligation to provide proper care for the animal, AND ensure that any and all Humane Society Pet Rescue and Adoption Center paperwork (including surrender forms, copies of veterinarian bills, health certificates, etc.), AND updates on the animal's progress are completed and provided to the appropriate parties in a timely fashion. I agree to abide by any decisions made by The Humane Society Pet Rescue and Adoption Center's Board of Directors and that non-compliance with any issue could result in the foster animal being removed from my care. I further understand that the foster animal is only in my care temporarily and that this is not an adoption agreement and therefore is not an agreement that I will be allowed to retain possession of the foster animal on a permanent basis.

Release and Waiver of Liability:

In Consideration of being permitted to foster an animal from The Humane Society Pet Rescue and Adoption Center in Etowah County, Alabama, EACH OF THE UNDERSIGNED, for himself/herself, his personal representative, heirs, next of kin, invitees, and/or guests:

1. Acknowledges, agrees, and represents that he/she is aware of and assumes the many risks associated with being around animals, including but not limited to the risks of being bitten scratched, jumped upon, knocked over, chased, tripped, infected with a disease, or otherwise injured or frightened, as well as the risks of damage to personal property



- and that the Humane Society Pet Rescue and Adoption Center cannot guarantee me or anyone else what type of temperament the animal(s) I am fostering may have, and that I am not an agent of the Humane Society Pet Rescue and Adoption Center, and that I hereby accept responsibility for the animal(s) in my care.
2. HEREBY RELEASES, WAIVES, DISCHARGES, and COVENANTS NOT TO SUE The Humane Society Pet Rescue and Adoption Center, its employees, agents, members, directors, officers, or any affiliated entities thereof, FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representative, assigns, heirs, next of kin, guests, and/or invitees FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED OR ANYONE ELSE ARISING OUT OF OR RELATED TO THE FOSTERING OF AN ANIMAL FROM THE HUMANE SOCIETY PET RESCUE AND ADOPTION CENTER.
 3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS The Humane Society Pet Rescue and Adoption Center, its employees, agents, members, directors, officers, or any affiliated entities thereof, from ANY LOSS, LIABILITY, DAMAGE, OR COST INCLUDING BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE FOSTERING OF AN ANIMAL FROM THE HUMANE SOCIETY PET RESCUE AND ADOPTION CENTER.
 4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE FOSTERING OF AN ANIMAL FROM THE HUMANE SOCIETY PET RESCUE AND ADOPTION CENTER.
 5. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by The Humane Society Pet Rescue and Adoption Center, its employees, agents, members, directors, officers, or any affiliated entities thereof, and is intended to be as broad and inclusive as is permitted by the laws of Alabama and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.



I HAVE READ THIS FOSTERING AGREEMENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Name of Undersigned

Signature of Undersigned

Date

Address of Undersigned

Phone Numbers of Undersigned

Witness

Date