

# COVENANT NOT TO SUE WITH INDEMNITY AGREEMENT (ADOPTION)

I, , voluntarily accept from the US Government the delivery by means of transfer the following described military working dog (MWD), hereafter referred to as

**MWD Name:**  **Tattoo No.:**  **Whelp Date:**   Male  Female

**Breed:**  **Installation Eliminated from:**

I understand and agree that this transfer of the MWD is pursuant to Title 10, United States Code, Section 2583, which applies to the transfer and adoption of military working dogs. Section 2583(e)(1) provides that —Notwithstanding any other provision of law, the United States shall not be subject to any suit, claim, demand or action, liability, judgment, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or other economic loss) that results from, or is in any manner predicated upon, the act or omission of a former military animal transferred under this section, including any training provided to the animal while a military animal.

I acknowledge that the above mentioned MWD  **HAS**  **HAS NOT** received Air Force aggressiveness (patrol) training and having such knowledge, and as a condition of being the recipient or adoptee of the MWD, I freely and voluntarily accept all risks and consequences of the future conduct and acts of the dog. In consideration of the transfer, I agree that the MWD will not be used for any illegal purpose, police or security related activity, private business activity, substance detection either public or private, nor will the MWD be given or sold to another person.

In consideration of this transfer, I, for myself, my heirs, administrators, executors, and assigns, hereby covenant and agree that I will never institute, prosecute, or in any way aid in the institution or prosecution of, any demand, claim, or suit against the US Government for any damage, loss, or injury (including death) to my person or property which may be caused directly or indirectly by the above described MWD, however and whenever the same may be caused. If I, my heirs, administrators, executors, or assigns should demand, claim, sue or aid in any way in such a demand, claim or suit, I agree, for myself, my heirs, administrators, executors, and assigns to indemnify the US Government for all damages, expenses, and costs it may incur as a result thereof.

In consideration of this transfer, I further agree to indemnify, defend, and hold harmless the US Government, to the fullest extent permitted by applicable law, from and against any and all claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities whatsoever which the US Government may pay, sustain, suffer or incur that are attributable directly or indirectly to future conduct and acts of the above described MWD, including, but not limited to those arising from prior training given to the MWD by the US Government and the decision of the US Government to transfer the MWD.

I also agree that the US Government, pursuant to Title 10, United States Code, Section 2583, shall not be held liable for any veterinary expense or treatment of any kind associated with the transfer of the MWD as stated herein for any condition of the MWD before transfer under this Agreement, whether or not such condition is known at time of transfer under this agreement.

The term US Government as used herein includes the Department of Defense, the United States Air Force, the installation from which the MWD was adopted, and any officer, agent, or employee of the US Government.

Invalidity or unenforceability of one or more provisions or parts of this Agreement shall not affect any other provision or part of this Agreement.

Signed on this  day of ,

Signature of Adopting Individual

Name of Adopting Individual

Address of Adopting Individual

Phone Number of Adopting Individual

Date

Signature of DoD Representative

Name of DoD Representative

Date

STATE OF: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_

Before me, \_\_\_\_\_, a Notary Public, personally appeared the above listed Adopter known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

NOTARY PUBLIC

COMMISSION EXPIRATION