



Indiana Bulldog Rescue  
PO Box 366  
Brownsburg, IN 46112  
www.indianabulldogrescue.com

## Pre-Adoption Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement" is made effective on \_\_\_\_\_ by and between Indiana Bulldog Rescue, Inc. (hereinafter known as IBR) of Indianapolis, Indiana and \_\_\_\_\_ (hereinafter known as the Prospective Adopter(s)) of, \_\_\_\_\_. IBR and Prospective Adopter(s) are sometimes individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS, Prospective Adopter(s) desires to evaluate the compatibility of IBR's property (hereinafter known as a Bulldog) through a pre-adoption in home visit. Duration of such is \_\_\_\_\_ days; and WHEREAS the Adopter(s) agrees to return the Bulldog to IBR, or complete the adoption agreement and adoption fee on \_\_\_\_\_, and WHEREAS, in exchange for making the Bulldog available for such purposes, Prospective Adopter(s) desires to hold harmless IBR from any claims and/or litigation arising out of Adopter(s) evaluation of the Bulldog; including any injury(s), loss or damages which might occur during the course of the pre-adoption evaluation.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, IBR and Prospective Adopter(s) hereby agree as follows:

### TERMS

1. Hold Harmless. Upon Adopter(s) evaluation of the Bulldog for the purpose specified herein, Adopter(s) shall defend, indemnify, and Hold Harmless IBR, its Board Members, and/or Volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by an administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Adopter(s), its family, neighbors, acquaintances, or any other person or entity in connection with, or rising out of Adopter(s) evaluation of the Bulldog. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to IBR for all legal expenses and costs incurred by it.

2. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this contract have the legal power, right, and authority to make this Agreement and bind each respective party.
3. Amendment and Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
4. Wavier. No wavier or any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
5. Attorney's Fees and Costs. If any legal action or proceeding is brought in connection with this Agreement, the successful Party or prevailing Party shall be entitled to recover reasonable attorney's fees and other related costs, in addition to any other relief the Party is entitled.
6. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes and prior oral or written statements or agreements between the Parties related to such matters.
7. Severability. If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall deemed to be written, construed, and enforced as so limited.
8. Applicable Law. This Agreement shall be governed by the State of Indiana.

Prospective Adopter: \_\_\_\_\_ Date: \_\_\_\_\_

Prospective Adopter: \_\_\_\_\_ Date: \_\_\_\_\_

Indiana Bulldog Rescue Volunteer:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

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