



LINCOLN COUNTY ANIMAL SERVICES
JANA AVILES, DIRECTOR

650 JOHN HOWELL MEMORIAL DR.
LINCOLN, NC 28092
704-736-4125 (P)
704-735-2548 (F)

DATE OF ADOPTION: _____ (the “Effective Date”)

NEW OWNER INFORMATION:

Full Name: _____

Mailing Address: _____

Physical Address: _____

(if different from mailing) _____

Phone Number: _____

Email Address: _____

The above-described individual shall be referred to herein as the “New Owner.”

ANIMAL INFORMATION:

Animal Name: _____

Animal Type: _____

Animal Breed (if known): _____

Animal ID Number: _____

The above-described animal shall be referred to herein as the “Animal.”

ADOPTION AGREEMENT AND WAIVER OF LIABILITY

This ADOPTION AGREEMENT AND WAIVER OF LIABILITY (the “Agreement”) is entered into as of the Effective Date by the New Owner, as described above, and Lincoln County, a North Carolina body corporate and politic (referred to herein as the “County”), by and through its Department of Animal Services (referred to herein as “LCAS”) for the adoption of the Animal, as described above.

The New Owner acknowledges and agrees as follows:

1. That the New Owner is accepting sole responsibility for the Animal upon removal of the Animal from LCAS, and the New Owner shall hold LCAS and the County harmless for all claims for personal injury to others, and/or property damage associated with the Animal.

2. That the New Owner is agreeing to care for said Animal in a humane and responsible manner, including the provision of clean and adequate food, water, and shelter.

3. That the New Owner shall take the Animal to a licensed veterinary clinic for proper veterinary care for the Animal, including routine periodic veterinary examinations and any other necessary routine care required.

4. The New Owner acknowledges that LCAS is not a veterinary clinic, and therefore makes no representations or warranties, expressed or implied, about the Animal's health at the time of this adoption.

5. Additional Waiver. In certain circumstances, animals within the care and control of LCAS are determined to have medical or behavioral issues. In those cases, where LCAS staff is aware of an additional issue with an animal in its care, then LCAS provides that information to an individual interested in adopting said animal.

If this is applicable to the Animal, then the following will need to be initialed by the New Owner and additional information included:

_____ **MEDICAL WAIVER**

Initial Here

I have been made aware that the Animal for which I am adopting has certain medical issues that are known to LCAS. These medical and/or health issues are uncertain and may cause the Animal to become sick and may cause myself to incur additional costs related to extensive medical treatment for the Animal. More specifically, the following medical concerns are related to the Animal for which I am adopting:

I have agreed to assume the risk of loss, cost, expense or any other damages which may arise from the medical and/or health issues related to the Animal, and further I agree to hold LCAS and the County harmless and indemnify said parties for any loss, cost, expense or other liability arising from said medical and/or health issue.

_____ **BEHAVIORAL WAIVER**

Initial Here

I have been made aware that the Animal for which I am adopting has certain behavioral issues that are known to LCAS. These behavioral issues are uncertain and may cause the Animal to cause harm or injury to the New Owner or other individuals, animals or property. More specifically, the following behavioral concerns are related to the Animal for which I am adopting:

I have agreed to assume the risk of loss, cost, expense or any other damages which may arise from the behavioral issues related to the Animal, and further I agree to hold LCAS and the County harmless and indemnify said parties for any loss, cost, expense or other liability arising from said medical and/or health issue.

6. The New Owner hereby accepts possession and responsibility of and for the Animal, at their own risk, and hereby covenants and agrees not to sue or assert any claim, demand or action against or with respect to LCAS or Lincoln County for themselves and/or others, directly or indirectly, regarding or arising from this Animal and hereby hold harmless, release and waive any right or claim against LCAS and the County, which they or others now or in the future may have for any damages or injuries to person or property caused by said Animal.

7. Return or Exchange. LCAS may not issue a refund for any animal adopted from its Shelter, but if the Animal becomes sick or dies within ten (10) days of the Effective Date, then New Owner may return to the shelter to select a different animal. An animal may only be returned for sickness if it is determined by a licensed veterinarian, in writing, that said animal suffers from a diagnosable disease or disorder which is further confirmed by a veterinarian retained by LCAS.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and may not be altered, amended or waived except for an instrument in writing signed by all of the parties hereto.

9. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

10. Severability. In the event that any portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, then such paragraph or portion shall be stricken and the remaining portion of the Agreement shall remain in full force and effect and shall, for all purposes, constitute the entire Agreement.

New Owner:

LCAS:

Date Executed: _____

By: _____

Name: _____

Date Executed: _____

