

**RELEASE AND INDEMNITY AGREEMENT IN EXCHANGE FOR
TRANSFER OF POLICE SERVICE DOG**

THIS AGREEMENT, made and entered into this 23 day of **June, 2021** by and between SNOHOMISH COUNTY SHERIFF'S OFFICE (County), a political subdivision of the State of Washington, hereinafter referred to as the County, and James L. Gibson, hereinafter referred to as "the Buyer," recognizes that the parties agree as follows:

- I. **PURPOSE.** The purpose of this agreement is to permit the County, through its Sheriff's Office, to transfer one (1) German Shepherd dog known as "Police Dog Jack" to Buyer in a manner that ensures the County will not incur liability for the dog's care, condition, or actions after it is delivered.
- II. **ACCEPTANCE.** By signing this agreement, the Buyer hereby accepts and acknowledges delivery of Police Dog Jack from the County, effective June 23rd, 2021.
- III. **ASSUMPTION OF RISK / AGREEMENT TO INDEMNIFY.** The Buyer recognizes that Police Dog Jack is a police service dog that has received training in police canine apprehension procedures and tactics training. As a result of such training and use as a police service dog, or for other reasons, Police Dog Jack may pose a risk of causing serious injury and/or death and/or property damage. The Buyer agrees that he or she has had the opportunity to review all available information from the County regarding Police Dog Jack, and that the Buyer has consulted a veterinarian, animal behaviorist, or other professional as Buyer deems necessary to decide whether to accept Police Dog Jack under the terms of this agreement.

In consideration of the County transferring Police Dog Jack to the Buyer, the Buyer hereby agrees to assume all risks and to waive any and all claims of liability against the County, its elected and appointed officials, officers, employees and agents that arise out of the Buyer's ownership, use and/or possession Police Dog Jack.

The Buyer hereby further agrees to protect, save harmless, indemnify, and defend, at his own expense, the County, its elected and appointed officials, officers, employees, and agents, from and against any loss or claim for damage of any nature whatsoever, including costs and reasonable attorney fees, relating to the condition, care, or acts of Police Dog Jack after the date of delivery under this agreement.

The foregoing paragraph is not intended to indemnify the County against liability for those damages solely caused by the gross negligence or willful misconduct of the County or its employees acting within the scope of their employment, or to indemnify the County against liability for acts of Police Dog Jack that occurred before the date of delivery. In all other respects, the indemnity is intended to be as broad and as inclusive as is permitted by the law of the State of Washington, and if any portion or aspect of it is held invalid or unenforceable, it is agreed that the balance shall continue in full legal force and effect.

- IV. **NO WARRANTY.** Buyer expressly acknowledges and agrees that the transfer of Police Dog Jack is made without warranty of any kind, either express or implied. It is understood by the Buyer that the County makes no representation concerning the health or disposition of Police Dog Jack, which is transferred in an "as is" condition, and the Buyer assumes all responsibility and obligation for the condition, care, and acts of Police Dog Jack after the date of delivery.

- V. VENUE AND ATTORNEY FEES. The laws of the State of Washington shall govern this agreement, and any lawsuit regarding this agreement must be brought in Snohomish County, Washington. In any lawsuit brought to enforce the terms of this agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.
- VI. CAPACITY. The Buyer acknowledges and agrees that he or she is at least eighteen (18) years of age and legally competent to sign this agreement.
- VII. SIGNATURE / ENTIRE AGREEMENT. The Buyer has read and voluntarily signs this agreement, acknowledges full understanding of its contents, and agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

BUYER

 _____ DATE: 05/24/2021

SNOHOMISH COUNTY

_____ DATE: _____

Dave Somers, County Executive

RECOMMENDED FOR APPROVAL:

 _____ DATE: 5-24-2021
Adam Fortney, Sheriff

APPROVED AS TO FORM:

Lyndsey Downs Digitally signed by Lyndsey Downs
Date: 2021.06.02 14:15:45 -07'00' _____ DATE: _____
Deputy Prosecuting Attorney

Sheila Barker Digitally signed by Sheila Barker
Date: 2021.06.02 15:05:39 -07'00' _____ DATE: _____
Risk Management

COUNCIL USE ONLY	
Approved	<u>6/23/2021</u>
ECAF #	<u>2021-0382</u>
MOT/ORD	<u>Motion 21-216</u>