

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

THIS AGREEMENT, made and entered into this **30TH** day of **JUNE 2025** by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, on behalf of the Snohomish Regional Drug Task Force and its Participating Agencies ("SRDTF"), hereinafter referred to as "the County," and WILLIAM MCCORMICK, an individual, 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, on behalf of the SRDTF, to transfer surplus property identified as one (1) Springer Spaniel dog known as "K-9 SULLY" to Buyer in a manner that ensures the County and SRDTF 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 K-9 SULLY from the County on JUNE 30, 2025.
- III. ASSUMPTION OF RISK / AGREEMENT TO INDEMNIFY. The Buyer recognizes that K-9 SULLY is a police service dog that has received training in police canine drug detection procedures and tactics, including but not limited to sniffing of inanimate objects with an aggressive response by scratching aggressively on the object. As a result of such training and use as a police service dog, or for other reasons, K-9 SULLY 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 K-9 SULLY, and that the Buyer has consulted a veterinarian, animal behaviorist, or other professional as deemed necessary to decide whether to accept K-9 SULLY under the terms of this agreement.

In consideration of the County transferring K-9 SULLY to the Buyer, the Buyer on behalf of himself, his spouse, children, parents, guardians, heirs, next of kin, legal representatives, executors, administrators, successors and assigns, 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, and the SRDTF that arise out of the Buyer's ownership, use and/or possession of K-9 SULLY.

The Buyer on behalf of himself, his spouse, children, parents, guardians, heirs, next of kin, legal representatives, executors, administrators, successors and assigns, 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, and the SRDTF 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 K-9 SULLY after the date of delivery under this agreement.

The foregoing paragraph is not intended to indemnify the County or the SRDTF against liability for those damages solely caused by the gross negligence or willful misconduct of the County or SRDTF, or their employees acting within the scope of their employment, or to indemnify the County or

SRDTF against liability for acts of K-9 SULLY 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 K-9 SULLY 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 K-9 SULLY, which is transferred in an "as is" condition, and the Buyer assumes all responsibility and obligation for the condition, care, and acts of K-9 SULLY 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



William McCormick


DATE: 7-3-25

SNOHOMISH COUNTY

Dave Somers, County Executive

DATE: _____

RECOMMENDED FOR APPROVAL:



Susanna Johnson, Sheriff

DATE: 07/07/2025

APPROVED AS TO FORM:

Downs, Lyndsey

Digitally signed by Downs, Lyndsey
Date: 2025.07.14 14:09:40 -07'00'

DATE: _____

Deputy Prosecuting Attorney

Baer, Diane

Digitally signed by Baer, Diane
Date: 2025.07.10 10:14:20 -07'00'

DATE: _____

Risk Management