

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

THIS AGREEMENT, made and entered into this 15th day of February, 2022 by and between SNOHOMISH COUNTY (County), a political subdivision of the State of Washington, hereinafter referred to as the County, and Brandon McCullar, 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, through its Sheriff's Office, to transfer one (1) German Shepherd dog known as "K-9 Luuk" 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 K-9 Luuk from the County.

III. **ASSUMPTION OF RISK / AGREEMENT TO INDEMNIFY.** The Buyer recognizes that K-9 Luuk is a police service dog that has received training in police canine drug detection and or tracking 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 Luuk 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 Luuk, and that the Buyer has consulted a veterinarian, animal behaviorist, or other professional as deemed necessary to decide whether to accept K-9 Luuk under the terms of this agreement.

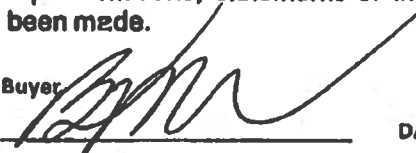
In consideration of the County transferring K-9 Luuk to the Buyer, the Buyer on behalf of himself, his spouse, children, parents, guardians, heirs, next of kin, legal representatives, executors, administrators, successors and assigns, hereby agrees to assume all risks and to waive any and all claims of liability against the County, its elected and appointed officials, officers, employees and agents that arise out of the Buyer's ownership, use and/or possession of K-9 Luuk.

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, 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 Luuk 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 K-9 Luuk 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 Luuk 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 Luuk, 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 Luuk after the date of delivery.

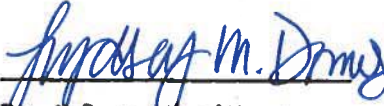
- V. **VENUE AND ATTORNEY FEES.** The laws of the State of Washington shall govern this agreement, and any lawsuit regarding this agreement must be brought in Snohomish County, Washington. In any lawsuit brought to enforce the terms of this agreement, the prevailing party shall be entitled to costs and 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: 3/2/22

SNOHOMISH COUNTY

DATE: _____
Dave Somers, County Executive

RECOMMENDED FOR APPROVAL:
 DATE: 3.3.22
Adam Fortney, Sheriff

APPROVED AS TO FORM:
 DATE: 3/9/22
Deputy Prosecuting Attorney

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2022.03.17 11:33:24 -07'00'
DATE: _____

Risk Management

COUNCIL USE ONLY	
Approved	<u>3/30/2022</u>
ECAF #	<u>2022-0265</u>
MOT/ORD	<u>Motion 22-135</u>