**ANIMAL RECLAMATION AGREEMENT**

This Animal Reclamation Agreement (“Agreement”) dated as of [MONTH] [DATE], 20\_\_\_ is entered into between [NAME OF SHELTER] (the “Shelter”) and the individual(s) whose information is listed on the signature page of this Agreement (the “Owner”) on the other hand.

1. Owner certifies that they are the legal owner/guardian of this animal and have provided satisfactory evidence in support of this.
2. Owner certifies that they are 18 years of age or older and have provided a valid photo identification and accurate contact information.
3. Owner understands the Shelter makes no express or implied warranty, representation, or promise regarding the health, age, breed, habits, disposition, or safety of this animal. Owner hereby reclaims the animal as-is, assume all risks and responsibilities associated with their ownership of the animal, including any liability if the animal bites or injures anyone.
4. Owner completely releases and forever discharges the Shelter and its employees, volunteers and agents (collectively, “Representatives”) from, and expressly waive and relinquish, any and all claims, actions or causes of action of any kind whatsoever, which Owner now has or later may have against the Shelter and/or its Representatives, and which in any way directly or indirectly arises out of or in connection with the reclamation, care or ownership, maintenance, temperament, or condition of the animal.
5. Owner agrees to indemnify the Shelter and its Representatives from any and all claims, liabilities, demands, causes of action, losses, damages, expenses and fees (including attorney’s fees) arising from any breach of representations, warranties, or agreements made by Owner in this Agreement or otherwise arising from or related to Owner’s reclamation of this animal from the Shelter. This indemnification provision specifically includes, without limitation, any claims based on the contention that Owner did not have the authority to reclaim this animal from the Shelter.
6. Owner agrees to provide this animal with adequate food and fresh water, shelter from the elements, daily exercise and enrichment, and humane treatment at all times.
7. Owner understands that Owner is responsible for establishing a relationship with a veterinarian, providing this animal with routine veterinary care as well as prompt veterinary care if it becomes ill or is injured, and that any veterinary expenses and other costs related to upkeep and care of the animal that Owner incurs after reclaiming this animal, and that Owner will not be reimbursed by the Shelter.
8. Neither Owner nor anyone currently living at Owner’s residence has ever been found guilty of violating any law regarding animal welfare or cruelty.
9. Owner understands that the Shelter is transferring to Owner all legal and equitable rights and responsibilities related to the animal, effective when Owner receives custody of the animal.
10. Owner agrees to update microchip information for this animal.
11. Owner agrees that Owner will only use humane methods of training and handling (e.g., no prong, choke or shock collars) and will not use any training involving punishment, pain or fear.
12. Owner agrees that Owner will not have this animal declawed, except for therapeutic reasons and upon the recommendation of a veterinarian.
13. Owner agrees that Owner will not allow this animal to be involved with any experimentation, vivisection, research, or animal fighting.
14. Owner understands that if Owner has made any material misrepresentations in their application for this animal or this agreement, the Shelter has the absolute right to revoke this reclamation and that Owner will return the animal upon demand by the Shelter.
15. This Agreement shall be interpreted in accordance with the laws of the State of California, without regard to principles of choice or conflicts of law, and the Owner and Shelter agree that all disputes between them relating to this Agreement shall be resolved or adjudicated in [COUNTY WHERE SHELTER IS LOCATED]. If any provision of this Agreement is deemed void, invalid or unenforceable, such provision shall be considered severed from this Agreement and shall not affect the validity or enforceability of any other provision. This Agreement constitutes the entire understanding and agreement between the parties regarding the subject matter herein and supersedes all prior understandings, discussions, representations, warranties and agreements between the parties, whether written or oral.
16. Owner acknowledges that they have read and fully understand the terms and conditions of this reclamation contract and that they will comply with the same.

By signing this Agreement, each party hereby agrees to, acknowledges and gives its consent without reservation to the above terms and conditions, as of the date and time when the Shelter has the Animal in its custody.

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| **“SHELTER”**  **[INSERT NAME]**  By:  Print Name:  Title: | **“OWNER”**  By:  Print Name: |