

# USC Aiken Animal Adoption Waiver and Release of Claims

December 2020

Adapted from the *University of Wisconsin – Milwaukee Waiver and Release of Claims*

I wish to adopt the Animal described above, and I agree to each of the following:

**1. Reason for Adoption.** I wish to adopt the animal as my pet. I will not sell the animal (unless conditions occur below), feed it to another animal, or release it into the wild. No one has forced me in any way to adopt this animal. It is my voluntary act. I am willing to sign this Agreement because I do not have to pay University of South Carolina Aiken (USC Aiken) for the animal. USC Aiken is willing to give me the Animal because of my representations and promises in this Agreement.

**2. Care of Animal.** Based on the Agreement, I will take care of the animal to the best of my ability. I will take care of the animal in a good and humane manner, meaning at least the level of care generally accepted for a pet of this species. I will not be able to return it to USC Aiken for any reason. I will not sell, release or give the animal away unless extreme circumstances require it, and then I will make every effort to secure a satisfactory home environment.

**3. Acceptance of Animal.** I accept the animal in its present condition. I have examined the animal for myself. Despite the fact that the USC Aiken veterinarian may have examined the animal to see if it appears to be in good health, I am not relying on USC Aiken's examination; I am relying only on my own inspection. If the animal is not in good health, I accept that. **USC Aiken makes no representations or warranties of any kind concerning the Animal.**

**4. Assumption of Risk.** I acknowledge and accept that:

- Owning, possessing and caring for any lab animal carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries.
- The animal may have been the subject of research.
- Animal behavior is unpredictable and animals may injure people, other animals or property.
- The animal may carry or be infected with organisms, bacteria or protozoa, which can cause problems in humans.
- There is no way to write a complete list of all possible risks of owning and caring for any animal, including this animal.  
Even though I have been informed of all this, I am willing to assume all risks of owning, possessing and caring for the Animal, **including the risk of harm to any third parties.**

**5. Waiver and Release of Claims.** By signing this document, I am waiving and releasing USC Aiken from any and all claims arising from my ownership, possession and care of the animal. I also intend this waiver and release to apply to all of the officers, employees and agents of USC Aiken. I make this waiver and release also on behalf of my heirs, personal representatives, and assigns. My waiver and release is valid even if someone else will also be responsible for the animal but does not sign a waiver and release. I understand that all types of claims are being waived and released. This may include personal injury, accidents, illnesses (including death) and property loss, and there may be other claims which are not listed but which are still intended to be waived and released. As a result of this waiver and release, **I will not sue USC Aiken concerning the animal.**

**6. Indemnification and Hold Harmless.** I will indemnify and hold USC Aiken harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys fees, brought as a result of my ownership, possession or control of the Animal. This agreement to indemnify and hold harmless USC Aiken includes a duty to indemnify USC Aiken for claims brought by third parties. I will reimburse USC Aiken for any such expenses incurred.

7. **Severability.** The waivers, releases, assumptions and indemnities above are intended to be as broad as possible. If any portion of these provisions is determined to be invalid for any reason, the provision will be interpreted to the fullest extent valid, and the rest of the terms of this Agreement will remain in full force and effect.

8. **Acknowledgment.** I have read this Agreement and fully understand its terms. If I have any questions about the effect of this Agreement, I have had an opportunity to consult with a lawyer of my choice before signing this document. I accept all legal, financial and medical responsibility for the animal. I intend this Agreement to be binding on me.

**Adopter/caregiver**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ date: \_\_\_\_\_