

Thunderbird Conservation Farm  
1721 Bridger st  
Pahrump, NV 89048  
(775)-764-7777  
Email:  
thunderbirdconservationfarm@gmail.com



## **PET ADOPTION AGREEMENT**

### **PET INFORMATION**

Pet's Name \_\_\_\_\_ Breed \_\_\_\_\_

Color and Description \_\_\_\_\_

Sex \_\_\_\_\_ Age \_\_\_\_\_ Spayed or Neutered? Yes \_\_\_\_\_ No \_\_\_\_\_

ID Tag Number \_\_\_\_\_

Microchip Number \_\_\_\_\_ Medical Record **Printed** or **Emailed** (please circle)

### **ADOPTION DONATION**

\$\_\_\_\_\_ (***NON-REFUNDABLE***)

### **ADOPTER INFORMATION**

Adopter's Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

E-mail \_\_\_\_\_ Driver's License Number \_\_\_\_\_

City of Adoption \_\_\_\_\_ Location \_\_\_\_\_

THUNDERBIRD CONSERVATION FARM ( TCF) IS A NONPROFIT ORGANIZATION. TCF AND THE ADOPTER NAMED ABOVE ("ADOPTER") ENTER THIS AGREEMENT TO PROVIDE THE PET NAMED ABOVE ("PET") WITH A SUITABLE FOREVER HOME.

I, THE ADOPTER, REPRESENT THAT THE INFORMATION PROVIDED IN THE APPLICATION PROCESS IS TRUE AND CORRECT TO THE BEST OF MY INFORMATION AND BELIEF. I AGREE TO ADOPT THE PET FROM TCF AND AGREE TO ALL OF THE FOLLOWING CONDITIONS.

\_\_\_\_\_ Initials

## PLEASE INITIAL EACH STATEMENT BELOW

- \_\_\_\_\_ I am committed to care for the Pet and have it as part of my family for its natural life.
- \_\_\_\_\_ **I understand that the donation is non-refundable.**
- \_\_\_\_\_ I understand that this adoption may require a home check by TCF before it is finalized.
- \_\_\_\_\_ I am financially able to provide for the Pet's needs. This includes food, supplies, shelter and veterinary care.
- \_\_\_\_\_ I have adequate time to spend with the Pet, including time for training, exercise and grooming.
- \_\_\_\_\_ I understand that if I move, the Pet must make the move with me.
- \_\_\_\_\_ I understand that I must comply with all state and local ordinances concerning proper licensing and vaccinations requirements applicable to the Pet.
- \_\_\_\_\_ I understand that there is no guarantee of any kind as to the age, health, temperament or training of the Pet.
- \_\_\_\_\_ I understand that I may have an allergic reaction to the Pet and that the standard return policy detailed in this Pet Adoption Agreement applies to the return of the Pet for any reason, include any allergic reaction to the Pet.
- \_\_\_\_\_ **I agree to never euthanize, rehome or return/surrender the Pet to any animal shelter. If I am unable to keep the Pet, I agree to contact TCF immediately.**
- \_\_\_\_\_ I understand that in the event I wish to return the Pet, I must make prior arrangements with TCF regarding the date, time and place of the return and **I cannot return the Pet at a TCF farm location** without prior written approval.
- \_\_\_\_\_ I understand that there is a **mandatory \$50 surrender donation** if the Pet is returned more than 30 days after the signing of this Pet Adoption Agreement.
- \_\_\_\_\_ I understand TCF can reclaim the Pet at any time if in their sole opinion the Pet is being neglected, mistreated, abused, etc.

ALL OF THE ABOVE INFORMATION I HAVE GIVEN IS TRUE & COMPLETE. I AGREE TO FOLLOW THE RULES AND POLICIES. I UNDERSTAND THAT IT IS MY DECISION WHETHER OR NOT TO ADOPT THE PET. I WILL NOT HOLD THUNDERBIRD CONSERVATION RESPONSIBLE FOR INJURY, OR HARM CAUSED DIRECTLY OR INDIRECTLY TO ANY PERSON OR PROPERTY BY THE PET. I HAVE READ THE DISCLAIMER AND AGREE TO THESE TERMS AND CONDITIONS.

**SIGNATURE** \_\_\_\_\_

\_\_\_\_\_ Initials

# I. ADOPTION CARE

1. **ADOPTION DONATION**: I agree to pay the Adoption Donation to help defray TCF's expenses for food, sheltering, spaying or neutering, vaccinations and veterinary care. Additional donations are welcome. I understand that all donations are ***NON-REFUNDABLE***.
2. **YOU MUST NOTIFY TCF IF YOU MOVE OR CHANGE ADDRESS**: I agree that if I move or change address that I will immediately contact TCF and provide TCF with the change of address information. This is required to ensure that all records and microchip information is properly updated.
3. **THE PET MUST HAVE PROPER IDENTIFICATION AND LICENSES AT ALL TIMES**: I agree to keep an identification tag, attached to a properly fitted collar, on the Pet at all times. I agree to obtain, and maintain, the proper municipal license if required under local law. I also agree to comply with all local and state statutes and ordinances that apply to the Pet.
4. **YOU MUST PROVIDE THE PET WITH PROPER VETERINARY CARE**: I agree to provide the Pet with the necessary vaccinations as advised by the Pet's veterinarian. I agree to obtain immediate veterinary care should the Pet become sick or injured, and to take full financial responsibility for any veterinary expenses. TCF is not responsible for any veterinary expenses.
5. **THE PET MUST BE PROVIDED PROPER TREATMENT**: I agree to provide the Pet with humane treatment at all times. This means providing the Pet with proper food, fresh water, proper shelter and exercise, and allowing a reasonable amount of time for the Pet to adjust to new surroundings.
6. **TCF MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE TEMPERAMENT/AGE OF THE PET**: I understand that there is no guarantee of any kind as to the health, temperament, training or age of the Pet. I understand that TCF, its agents and employees make no representation or guarantee of any kind, either explicitly or implicitly, as to the health, temperamental, mental disposition or training of the Pet.
7. **YOU MUST CONTACT TCF IN THE EVENT OF SEIZURE AND/OR IMPOUNDMENT OF THE PET**: If the Pet shall, for any reason, be picked up by local law enforcement or animal control, I agree to the following requirements:
  - 1) ***You Must Immediately Notify TCF*** Adopter must notify TCF, by phone or e-mail, that the Pet has been picked up and/or impounded and notify TCF of the Pet's location.
  - 2) ***You Must Inform the Authorities About TCF's Ultimate Ownership of the Pet*** Adopter must inform the authorities that the Pet is (1) under the ultimate ownership of TCF, (2) provide the authorities with TCF's contact information and (3) request that the authorities contact TCF immediately.
  - 3) ***You Must Never Agree To or Allow Euthanasia of the Pet***: Adopter must NOT under any circumstances agree to or allow the euthanasia of the Pet without TCF prior written consent or in the event that delaying euthanasia would cause the animal undue suffering.
  - 4) ***You May Be Responsible for Refunding TCF for Costs of Recovering the Pet*** In the event that the Adopter has been notified of the Pet's seizure or impoundment and refuses or fails to timely retrieve the Pet, TCF has the right to retrieve the Pet and Adopter agrees to immediately reimburse TCF for any expenses in procuring the Pet's safe return. In this instance, TCF reserves the right in its sole and absolute discretion to determine whether the Pet shall be returned to Adopter or retained by TCF.

\_\_\_\_\_ Initials

**9. IF YOU DON'T ABIDE BY THE TERMS OF THIS AGREEMENT, TCF HAS THE RIGHT TO RECLAIM THE PET:** TCF makes a lifetime commitment to any animal that is accepted into the sanctuary. On rare occasions, TCF may have to reclaim an adopted animal. Here is the procedure that will be followed:

- (1) In the event that the Pet's life is in immediate danger, TCF may seek any means necessary to recover the Pet, with or without the Adopter's notice or approval, and the Adopter must reimburse TCF for any expenses in the safe recovery of the Pet.
- (2) In the event that the Pet's life is not in immediate danger, TCF will send a reclamation notice to the Adopter. The Adopter must respond to the reclamation notice within 5 days of receipt. If the Adopter fails to return the Pet or fails to timely respond to the reclamation notice, TCF may take appropriate legal action to retrieve the Pet, and the Adopter must reimburse TCF for any expenses in the safe recovery of the Pet.
- (3) The Adopter has 5 days following the reclamation of the Pet to discuss the matter with TCF. Any decision as to whether the Pet will be returned back to the Adopter is in the sole discretion of TCF.

## II. RETURN POLICY

1. **IF YOU WISH TO RETURN THE PET YOU MUST CONTACT TCF:** TCF has a commitment to all its animals: to care for them for the lifetime of each animal. If Adopter is unwilling or unable to care for the Pet for its entire lifetime, Adopter must contact TCF and arrange for the return of the Pet to a location specified by TCF.
2. **THE PET CANNOT BE RETURNED TO A TCF FARM LOCATION WITHOUT PRIOR WRITTEN APPROVAL:** In the event that Adopter wishes to return the Pet, Adopter must make prior arrangements with TCF regarding the date, time, and place of the return and cannot return the Pet at a TCF store location without prior written approval.
3. **THERE ARE NO REFUNDS FOR THE RETURN OF THE PET:** The adoption donation is **NON-REFUNDABLE**. Adopter agrees that in the event that the Pet is returned more than 30 days after the signing of this Pet Adoption Agreement, then Adopter will pay a surrender donation of \$50 to TCF.
4. **YOU MUST CONTINUE TO PROVIDE PROPER CARE FOR THE PET UNTIL RETURNED:** Adopter is responsible for the proper care of the Pet until the Pet has been delivered to TCF, and agrees to take all necessary steps to ensure the safe return of the Pet to TCF.
5. **YOU CANNOT TRANSFER THE PET WITHOUT TCF PRIOR WRITTEN APPROVAL:** Adopter is not permitted under any circumstances to transfer permanent custody, ownership or possession of the Pet to anyone, including family or friends or any entity or agency, without TCF's prior written approval.
6. **IF YOU FIND A SUITABLE ALTERNATIVE HOME:** In the event that Adopter finds a suitable alternative home for the Pet, Adopter must contact TCF with the name, address and phone number of the proposed new adopter. Any proposed new adopter is required to complete a TCF adoption application and obtain prior written approval from TCF as well as meeting any applicable adoption requirements. Original Adopter is encouraged to plan for an alternative home at the time of adoption, in preparation for any circumstance, including injury, illness or death of the Adopter, that could leave the pet without appropriate care.

\_\_\_\_\_ Initials

### III. RELEASE OF LIABILITY AND INDEMNITY

1. **RELEASE OF LIABILITY:** The Adopter, and for his/her spouse, heirs, executors, personal representatives and assigns, agrees never to bring a claim or suit against TCF. The Adopter releases ~~TCF~~ its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from the adoption or behavior or actions of the Pet.

The Adopter understands that this agreement discharges TCF and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to the Adopter and his/her spouse, heirs, executors and assigns, with respect to bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss that may result from the adoption or behavior or activities of the Pet. The Adopter releases TCF and discharges TCF and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for TCF's own negligence or liability that may result in bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss to the Adopter.

2. **INDEMNITY AGREEMENT:** The Adopter, and for his/her spouse, heirs, executors, personal representatives, and assigns, agrees to indemnify and hold TCF harmless for all bodily injury, personal injury, illness, amputation, scarring, death, property damage or other losses, including attorney's fees and costs of litigation, that result to anyone else or any other entity because of the Adopter's negligence or liability. This includes lone acts or omissions by the Adopter as well as the combined acts of the Adopter with others.
3. **OTHER:** The Adopter expressly agrees that the release of liability and indemnity agreement are intended to be as broad and inclusive as permitted by law. The Adopter agrees that in the event that any clause or provision of this Pet Adoption Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Pet Adoption Agreement. This Pet Adoption Agreement is the entire agreement between the parties and supersedes any other verbal or written statements, representations, or promises. This Pet Adoption Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada. Any disputes under this Pet Adoption Agreement will be resolved in Pahrump, Nevada. All disputes under this Pet Adoption Agreement will be settled by binding arbitration.

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I, THE ADOPTER, AGREE THAT I AM LEGALLY COMPETENT TO ENTER INTO THIS AGREEMENT, I AM THE ONLY HOUSEHOLD DECISION MAKER REGARDING PET ADOPTION, AND THIS AGREEMENT IS BINDING UPON THE HEIRS, ASSIGNS, SUCCESSORS, PERSONAL REPRESENTATIVES AND EXECUTORS OF BOTH PARTIES.

\_\_\_\_\_  
PRINTED NAME OF ADOPTER

X \_\_\_\_\_  
SIGNATURE OF ADOPTER DATE

X \_\_\_\_\_  
REPRESENTATIVE FOR Thunderbird Conservation Farm DATE

\_\_\_\_\_ Initials

## AGREEMENT TO ADOPT AND RELEASE OF LIABILITY

I understand and agree that I am adopting an animal from TCF "as is" with no warranties of any kind, and that TCF is not in a position to provide me with a reliable history regarding any abandoned, stray or relinquished animal, particularly with respect to such animals behavior and temperament, propensity for viciousness, ability to interact with children and the ability to interact with other animals. I voluntarily agree to accept the risks of foster/adopt under such circumstances, and to the fullest extent permitted under applicable law, I hereby waive any and all claims and causes of action for property damage and personal injury (including death) that I may have against TCF and their officers, agents and employees, arising out of the future conduct of the Pet I am adopting. I understand that in the event I am not satisfied with the Pet I am adopting, my only recourse is to return the animal immediately to TCF.

I further agree to practice responsible pet ownership and to familiarize myself with the controlling ordinance of the jurisdiction where I live with respect to issues such as leash law, control of animal nuisances and removal of defecation. I also understand that as a dog owner, I am subject to the provisions of Civil Code section 3342, which states in pertinent part: "The owner of any dog is liable for damages suffered by any person who is bitten by the dog while in a public place or lawfully in a private place, including the property of the owner of the dog, regardless of the former viciousness of the dog or the owner's knowledge of such viciousness...".

\_\_\_\_\_  
**PRINTED NAME OF ADOPTER**

**X**\_\_\_\_\_

**SIGNATURE OF ADOPTER**

\_\_\_\_\_  
**DATE**

**X**\_\_\_\_\_

**REPRESENTATIVE FOR Thunderbird Conservation Farm**

\_\_\_\_\_  
**DATE**

updated June 2016

\_\_\_\_\_ Initials