

FOSTER AGREEMENT & WAIVER OF LIABILITY

Foster Information

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

HOME PHONE: _____ CELL/WORK PHONE: _____

EMAIL: _____

EMERGENCY CONTACT (Name, Phone, Relationship): _____

Foster Agreement

This agreement is between the Macon County German Shepherd Rescue (MCGSR) and the aforementioned Foster Parent. MCGSR agrees to give the foster parent temporary possession and control of foster animals contingent upon the terms outlined below. As a Foster Parent, I agree to the following terms:

1. To provide food, shelter, and care for the foster animal(s) and assume all responsibility for their wellbeing.
2. Understand that fostering is a volunteer position, and that no compensation is expected in return for services provided by me.
3. To ensure the foster animal(s) live(s) primarily indoors and is NOT left outside unsupervised, even in a fenced yard, for extended periods of time. If the Foster Parent does not have a fenced yard, the animal(s) will live inside at all times and be taken outside on a leash on a regular basis for exercise and elimination needs.
4. To comply with all state and local laws relative to the keeping and care of animals.
5. To assume all responsibility for damage caused by the animal(s) either directly or indirectly while in the Foster Parent's custody.
6. The Foster Parent understands and agrees that MCGSR will take every precaution necessary to ensure that the animal(s) are in reasonably good health. However, MCGSR cannot be held responsible/liable for any unforeseen health problem that may develop once the animal(s) is in my care. If unforeseen problems arise, the Foster Parent is responsible for keeping the animal(s) separated from any other resident pets (in cases of contagious and/or easily transmittable illness) and is also responsible for any medical needs of resident animals as a result of such.
7. In the event that the Foster Parent cannot continue to foster the animal(s), the Foster Parent will contact MCGSR and will await the finding of a new foster home.
8. Understand that I am making a commitment to fostering the animal(s) until they have received the necessary vetting/training to be deemed adoptable and that as such time as MCGSR deems

appropriate we shall make a long-term commitment to the animal(s) via a permanent adoption arrangement.

9. To bring the animal(s) to MCGSR's pre-approved Veterinary Clinic for vaccinations, spay/neuter surgery, or any other medical treatments as deemed necessary. (All treatment **MUST** be pre-approved barring extreme emergencies).
10. Hereby agree to indemnify and hold harmless MCGSR, and its Board of Directors, from any and all liability arising out of or in consequence of, or injury sustained as a result of, any activity connected with volunteering for MCGSR as a foster home.
11. Understand and agree to be responsible for arranging the safe care of all foster animal(s) in the event of travel and agree to pay all related boarding expenses.
12. To carry sufficient homeowner's/renter's insurance to cover injury or damage caused by a foster animal and is aware of any breed restrictions that may be in place.

By signing this agreement, you indicate that you have read and understood our agreement in its entirety and agree to abide by all of its terms and conditions. I affirm that I have full right and power to sign and be bound by this agreement, and that I have read, understand, and accept all of its terms. If electronically completed, by typing your name below, you are signing this document electronically. You agree that your electronic signature is the legal equivalent of your manual signature on this document.

Foster(s) Signature: _____ **Date:** _____

Waiver of Liability

This release and waiver of liability ("Release") executed on _____ (today's date) by _____ ("Foster") releases the Macon County German Shepherd Rescue ("MCGSR"), a nonprofit corporation organized and existing under the laws of the State of North Carolina and each of its directors, officers, employees, and agents. The Foster desires to provide foster care services for MCGSR and engage in activities related to serving as a foster home.

Foster understands that the scope of this relationship with MCGSR is limited to a volunteer position and that no compensation is expected in return for services provided by Foster; that MCGSR will not provide any benefits traditionally associated with employment to Foster; and that Foster is responsible for their own insurance covering in the event of personal injury or illness as a result of Foster's services to the MCGSR.

1. **Waiver and Release of Liability:** I hereby release and forever discharge the Macon County German Shepherd Rescue, its employees and agents, and any other person acting on their behalf, from any responsibility or liability, even if caused by the negligence of the organization, its employees or agents, or any other person acting on their behalf, for any loss, injury, or damage to myself or my property or equipment (including any animal) occurring in connection with my participation with MCGSR.

I further hereby agree to indemnify and hold the MCGSR, its employees and agents, and any other person acting on their behalf, from and against any loss, claim, injury or damage to any

and all persons and property, including, without limitation, its employees and agents, audits or their property, arising in connection with my participation with MCGSR.

2. **Insurance:** Further I understand that the MCGSR does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of the MCGSR beyond what may be offered freely by MCGSR in the event of injury or medical expenses incurred by me.
3. **Medical Treatment:** I hereby release and forever discharge the MCGSR from any claim whatsoever which arises or may hereafter arise on account of any first aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with the MCGSR.
4. **Assumption of Risk:** I understand that the services I provide to MCGSR include caring for and having contact with animals. As a volunteer, I hereby expressly assume risk of injury or harm from these activities and release the MCGSR from all liability.
5. **Photographic Release:** I grant and convey to MCGSR all right, title, and monetary interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by the MCGSR employees, agents, or any other person, organization, or company acting on their behalf in connection with my providing volunteer services to the MCGSR.
6. **Foster Guidelines:** As a foster, I agree to read and abide by all MCGSR guidelines, and I further acknowledge that any infraction of this rule will result in immediate dismissal from the MCGSR foster program and result in the foster animal(s) being removed from my care.
7. **Other:** As a foster volunteer, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of any state I volunteer for the MCGSR in as well as in the state of North Carolina. If any part hereof is held invalid, the balance shall nonetheless continue with full legal force and effect.

Please read and initial each line:

- A) I acknowledge and agree that the MCGSR cannot guarantee me or anyone else what type of temperament the animal(s) I am fostering may have, that I am not an agent of MCGSR, and that I hereby accept responsibility for the animal(s) in my care.
- B) I understand that my ability to foster animal(s) from the MCGSR may be contingent on a home visit if necessary.
- C) I understand that if I am chosen to foster an animal, I have an obligation to provide proper care for the animal and ensure that any and all MCGSR paperwork (i.e., foster application, veterinary bills, etc.) and updates on the animal's progresses are completed and provided to the appropriate parties in a timely manner.
- D) I will ensure compliance with all applicable local ordinances and state statutes regarding pet ownership. If I am charged with violating any such ordinance or statute while in possession

of a foster pet, I understand that the MCGSR is not responsible for obtaining legal counsel for me or for paying any fines or penalties assessed.

- E) I acknowledge that the foster pet(s) remain the property of MCGSR. I further understand that the foster animal(s) is(are) only in my care temporarily and that this is not an adoption agreement. I will be given the first right of adoption of my foster animal(s) if put up for adoption.
- F) The foster pet(s) will remain under my supervision at all times. I agree that all foster pets shall be provided with a secure, indoor area. Prior approval is required for any foster pet(s) to be removed from the premises or remain overnight in the care of a third party.
- G) I agree to keep foster pet(s) on leash at all times while outside my home and will not allow them to roam freely at any time. The foster animal(s) will not be kept tied, chained, or left in a crate for extended periods of time and will not remain in cars left unattended. I agree to keep all ID tags on foster pet(s) for the entire foster period.
- H) I will call the Animal Care Coordinator to arrange for veterinary care should the foster pet(s) become ill or injured. Except in case of emergency, I will obtain approval for obtaining veterinary care at a pre-approved veterinary clinic. MCGSR will be responsible for the cost of care only at a pre-approved veterinary clinic or after arranging for a professional discount with other veterinary services.
- I) If the animal(s) is(are) in such circumstance to endanger its health, well-being, or life, the MCGSR may recover the pet immediately.
- J) If I wish to terminate this agreement and can no longer keep the foster(s), I will notify the MCGSR immediately to arrange for the animal's return.
- K) This agreement may be terminated with or without cause at the sole discretion of the MCGSR and agree to the immediate surrender and return of foster animal(s). I further consent to providing Animal Care Coordinators with access to my premises if necessary to facilitate their return.
- L) I agree to notify Animal Care Coordinators if any injury (no matter how small) occurs, so that proper record and first aid may be addressed.
- M) I verify that my own animal(s) are current on their vaccinations for their own protection and the protection of the foster animal(s). I understand that any treatment needed for my own companion animals is my responsibility, and I will not be reimbursed.
- N) I will respond to Animal Care Coordinators as soon as able within 24 hours.

By signing this agreement, you indicate that you have read and understood our agreement in its entirety and agree to abide by all of its terms and conditions. Macon County German Shepherd Rescue may reclaim the animal(s), if in their judgment the animal(s) are not being cared for properly, or if in MCGSR's sole discretion, it is determined that the Foster Parent has not complied with the terms of this agreement. I affirm that I have full right and power to sign and be bound by this agreement, and that I have read, understand, and accept all of its terms. If electronically completed, by typing your name below, you are signing this document electronically. You agree that your electronic signature is the legal equivalent of your manual signature on this document.

Foster(s) Signature: _____

Date: _____

MCGSR Representative Signature: _____

Date: _____