

Sale of an Animal and Waiver of Liability Agreement

In consideration of the sum of _____ [Sale Price], and the transfer of ownership of a certain canine, _____ [Dog], from K9 Kody & Kody Mulhall to _____ [Purchaser], the Purchaser hereby releases and forever discharges K9 Kody & Kody Mulhall, his agents, employees, heirs and assigns from any and all claims for injury, disability, loss, or property destruction that may occur to anyone, as a result of contact with or actions by the Dog.

K9 Kody & Kody Mulhall's express disclaimers: K9 Kody & Kody Mulhall makes no representation whatsoever regarding the present or future behavior of this dog toward children, other persons, other dogs, or animals of any kind. Purchaser acknowledges that such matters are beyond K9 Kody & Kody Mulhall's control in all cases.

The Purchaser accepts full responsibility and also agrees to indemnify and hold harmless K9 Kody & Kody Mulhall and his agents, employees, heirs, and assigns for any alleged injury or damage to any person or property that may occur or be caused by the Dog after the transfer of ownership, which is effective as of the date listed below, including reasonable costs of defending such claims.

Attorney's fees and indemnification: In the event of any claim or lawsuit brought against the K9 Kody & Kody Mulhall regarding any damage or injury caused or alleged to have been caused by this dog, after the date of purchase, Purchaser will defend and indemnify (i.e., "hold harmless") K9 Kody & Kody Mulhall completely against said claim. If it becomes necessary for either party to this agreement to retain counsel or institute litigation to enforce any provision of this agreement, that party (or the prevailing party) shall be entitled to and shall recover, its attorney's fees and expenses, including all cost of suit, incurred to obtain the other party's compliance with the terms hereof.

The undersigned is fully aware of the nature of the training the Dog received from K9 Kody & Kody Mulhall, and understands the need to provide the Dog with suitable shelter and reasonable surroundings in keeping with its training and experience.

No warranties, either expressed or implied are given with regard to the dog sold pursuant to this agreement, unless set forth in writing in this agreement. There is no warranty of "merchantability" and no warranty of fitness for any particular purpose given with respect to the dog, the dog's health, or the dog's ability to be trained or to perform in any capacity whatsoever. Dogs sold may have slight imperfections; they are living animals and may have flaws. Examples, but not limited to the, following: Altered or not, one or two testicles, crooked ear or missing teeth, temperament, color, or age, etc.

The determination of the suitability of the dog for any purpose is solely the responsibility of the Purchaser, and Purchaser hereby acknowledges that he/she has not relied on any representation of fact or opinion about the dog by K9 Kody & Kody Mulhall in determining to purchase the dog.

The Purchaser will not sell or give away the Dog, without the written approval of K9 Kody & Kody Mulhall . If at any time Purchaser decides they no longer want the dog, K9 Kody & Kody Mulhall reserves the right to be first person contacted, to reclaim the dog. No refunds of deposits or purchase price at any time.

The Parties have executed this Agreement on this _____ day of _____, 20__.

Purchaser- Print and signature: _____

K9 Kody & Kody Mulhall : _____

Witnessed by: _____

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SALE INFORMATION

Purchaser: _____

Address: _____

Email Address: _____

Phone Number: _____

Purchase Price: _____

Date: _____

Name of Dog: _____

Date of Birth: _____

Breed: _____

Sex: _____

Color: _____

Name of Sire: _____

Name of Dam: _____