

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR WAIVER AND RELEASE OF LIABILITY AND ACCEPTANCE OF FULL OWNERSHIP
FOR COUNTY K-9 SERVICE CANINE TO MATTHEW HRICKO**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Matthew Hricko (hereinafter "Handler"), an individual and resident of the State of Texas.

WITNESSETH

WHEREAS, County acknowledges the dedicated service of "Mike", a canine trained in Service to the FBC K-9 Unit, (hereinafter Animal); and

WHEREAS, Animal is now being retired from service and the County desires to release full ownership of Animal to Handler with the condition that Handler assume full ownership of Animal including all risk and liability assumed by this release; and

WHEREAS, Handler desires to take full ownership of Animal, as its new owner, and accepts the above-mentioned condition; and

WHEREAS, County finds that it is in the public interest and serves the general welfare of the community for Handler to assume the role of full owner of Animal once he is decommissioned from service; and

WHEREAS, Handler acknowledges that he shall receive the benefit of Animal's companionship and full ownership;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Handler agrees to the following:

1. Handler, does as of the date of execution of this Agreement release, acquit and forever discharge County, and its officers, employees, agents, servants and all persons in privity with them of any and all claims and causes of action of any kind, at law or in equity, and from any liability for any and all damages, injuries, death, costs, pain and suffering, or expenses from any other claim arising from or which may be alleged to arise or that may occur to any person or any property, as a result of contact with or actions by Animal.

2. Handler agrees to fully indemnify and hold harmless County, and its officers, employees, agents, servants and all persons in privity with them of any and all claims and

causes of action of any kind, at law or in equity, and from any liability for any and all damages, injuries, death, costs, pain and suffering, or expenses and from any other claim arising from or which may be alleged to arise or that may occur to any person or any property, as a result of contact with or actions by Animal.

3. Handler hereby assumes all conditions and full responsibility related to: the treatment, care and management of Animal; all health and medical costs existing now or that may exist in the future related to Animal; all costs associated with food and shelter of Animal; all costs related to additional training or disciplinary action of Animal; and issues related to the existing or future temperament of Animal.

4. This Release shall extend to and be binding upon participant, its heirs, executors, administrators, successors, assigns and legal representatives.

5. HANDLER HAS CAREFULLY READ THIS RELEASE AND FULLY UNDERSTANDS ITS CONTENTS. HANDLER FULLY UNDERSTANDS THAT THIS IS A RELEASE OF LIABILITY AND AN ACCEPTANCE OF FULL OWNERSHIP OF ANIMAL AND REPRESENTS A BINDING CONTRACT BETWEEN HANDLER AND FORT BEND COUNTY.

IN WITNESS WHEREOF, the parties hereto have signed this instrument to be effective on the ____ day of _____, 2016.

FORT BEND COUNTY

MATTHEW HRICKO

Robert E. Hebert, County Judge



Authorized Agent- Signature

Date

2-1-16

Date

ATTEST:

Laura Richard, County Clerk