

**WAIVER OF LIABILITY AND INDEMNIFICATION/HOLD HARMLESS AGREEMENT
BETWEEN NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT, NEW MEXICO DEPARTMENT OF PUBLIC SAFETY
AND FORT BEND COUNTY**

Regarding Police Service Canine "Tracy"

1. Fort Bend County, on behalf of the Fort Bend County Fire Marshal (hereinafter "COUNTY"), hereby releases, waives, discharges, and covenant not to sue the New Mexico Department of Homeland Security and Emergency Management and the New Mexico Department of Public Safety, their officers, agents, or employees (hereinafter referred to as "Releasees") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.
2. COUNTY is fully aware of the risks and hazards connected with the ownership of a former Police Service Dog, "Tracy" (hereinafter referred to as "PSD") and COUNTY is aware that such risks and hazards include injury and even death, and hereby elects to voluntarily accept ownership of PSD, knowing that the activities may be hazardous to COUNTY and county's property. COUNTY understands that Releasees do not require me to take ownership of the former PSD. COUNTY voluntarily assumes full responsibility for any risks of loss, property damage, or personal injury, including death, which may be sustained by COUNTY or any other person, or any loss or damage to property owned by COUNTY or any other person, as a result of taking ownership of PSD, whether caused by the negligence of Releasees or otherwise, to the fullest extent of the law.
3. To the extent allowed by law, COUNTY further hereby agrees to indemnify and hold harmless Releasees from any loss, liability, damage, or costs, including court costs and attorney fees that Releasees may incur due to my participation in and ownership of PSD, whether caused by the negligence of Releasees or otherwise, to the fullest extent of the law.
4. To the extent allowed by law, it is the express intent of COUNTY that this Waiver of Liability and Indemnification/Hold Harmless Agreement shall bind COUNTY, their officers, agents, or employees, and shall, to the extent allowed by law, be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT TO INDEMNIFY AND HOLD HARMLESS AND NOT TO SUE the above-named RELEASEES. COUNTY hereby further agrees, to the extent allowed by law, that this Waiver of Liability and Indemnification/ Hold Harmless Agreement shall be construed in accordance with the laws of the State of New Mexico and that any mediation, suit, or other proceedings must be filed or entered into only in New Mexico and the federal or state courts of New Mexico. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

WHEREAS, IN SIGNING THIS AGREEMENT, COUNTY ACKNOWLEDGES AND REPRESENTS, that COUNTY has read the foregoing Waiver of Liability and Indemnification/Hold Harmless Agreement, understand it, and signs it voluntarily as its own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; the undersigned has the authority to execute this Agreement on behalf of county, and COUNTY executes this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, COUNTY signs this Waiver of Liability and Indemnification/Hold Harmless Agreement under seal on this _____ day of _____, 2023.

ATTEST:

KP George, County Judge

Laura Richard, County Clerk