Item No. 8b attach 2

Meeting Date: July 26, 2022

## PORT OF SEATTLE POLICE DEPARTMENT

## RETIERED SERVICE ANIMAL HOLD-HARMLESS AGREEMENT

INSTRUCTIONS: Sections I and II of this form are to be completed by the property officer (PO) or program manager (PM) in cases where POSPD wishes to transfer or donate retired service animals. The receipt/donee should read sections three carefully an initial each statement, as he/she is assuming important obligations and surrendering potentially important legal rights. All provisions of the agreement must be agreed to in order to receive the retired service animal described below. Once completed with the required signatures, the PO/PM will retain and maintain the original agreement with other service animal paperwork. Copies of the agreement are provided to the receipts slash donee. SECTION I: RECIPIENT/DONEE INFORMATION NAME: WORK PHONE: HOME PHONE: 206-450-4203 Jeralyn Berg STREET ADDRESS: CITY: STATE/ZIP: WA, 98391 **SECTION II: Retired Service Animal Information** NAME: SERVICE NUMBER: TYPE OF ANIMAL: BREED: COLOR: AGE: Lab Yellow Merlin Canine MARKINGS: REASON FOR RETIREMENT: cost prohibitive to retrain dog and assign to new handler. K9 has severe anxiety, documented between 2 different vets. Medically prohibitive. SECTION III: Agreement. I declare and agree to the following in connection with Port of Seattle Police's transfer or donation to me of the animal described above: Initial I have been trained and employed as an animal handler, responsible for an having worked with animals, such as the one being donated to me. I declare that I am thoroughly familiar with the animal's health, discipline, propensities, and capabilities. Further, I declare that I have successfully completed all required training and have a handler certification, and I represent and declare that I am competent qualified to handle the animal. I understand that the animal will be retired from Port of Seattle police's service for the reasons described above. I gree to accept the above animal as is and in the animal's current state. I've reviewed the file materials maintained about the animal. I understand that the Port of Seattle makes no warranties expressed or implied regarding the animal's physical fitness, health, or competence. I agree to assume full personal, financial, and legal responsibility for maintenance and care of the animal, including any expenses for veterinary treatments, from this day forward. I understand and anticipate that veterinary treatment will be necessary. I promised to provide a good home to the animal and to provide at my expense such food, grooming, personal attention, veterinary treatment, and other care as may be necessary and humane to assure a peaceful and happy retirement for the animal. In exchange for the transfer of ownership of the animal from the Port of Seattle to me, I agree to release from liability and hold harmless the Port of Seattle and any employee of the Port of Seattle free from any further obligation or liability to me, my family, my heirs, assignees, executors, or administrators for any personal injury or property loss or damage which may be caused by, relating to, or involving the animal. I agreed to indemnify the Port of Seattle for any claim, liability, loss, damage, cost, or expense for lawsuits, claims, fines, or judgments arising by reason of personal injury or property loss or damage caused, relating to, or involving the animal from this day forward. RECIPIENT NAME: SIGNATURE: JERALYN PORT OF SEATTLE REPRESENTATIVE NAME (printed):