

# **Brenham Animal Services Trap-Neuter-Release Program AGREEMENT AND RELEASE**

## **PARTICIPANT AGREEMENT AND RELEASE**

Brenham Animal Services ("BAS") has agreed to provide community cat(s) spay/neuter assistance for me as part of Trap-Neuter-Release ("TNR"). This release will also apply to any other cat(s) I bring in the future. In consideration of this assistance, I agree with the following:

I understand that I must provide accurate information about myself and the community cat(s) for BAS to determine eligibility. I also understand that **none of the cats I submit to the TNR program are owned by me and BAS has discretionary responsibility to determine a different outcome for the cat(s) other than release.** Any cat that has bitten or scratched and drew blood within the last ten days must be quarantined or humanely euthanized for rabies testing.

I will drop off the cat(s) and pick them up at the times specified by BAS. Failure to pick up the cat(s) at the designated time may result in the loss of my personal trap and future program eligibility. I will notify BAS as soon as possible if circumstances arise that may prevent me from retrieving the cat(s) from BAS at the designated time.

I am participating in the TNR program independently and do not have the status of employee or contractor of the City of Brenham or BAS. I do not have the authority to bind BAS or the City of Brenham in any manner and will not represent to any person that I have any such authority.

I am voluntarily participating in the City of Brenham TNR program with full knowledge of the risks and dangers involved and hereby agree to accept all risks of injury, death, or damage to myself, the cats and/or my personal property. I understand that I may encounter, and otherwise interact with, animals. Further, I understand that the services entail risk of personal injury and damage to personal property including, without limit:

- Injuries related to trapping, transporting and handling feral and/or stray cats.
- Exposure of animals at home to disease and/or parasites.
- Injuries related to lifting animals, food, litter or equipment.
- Internal or external parasites (i.e. ticks, fleas ring worm); and
- Zoonotic illnesses (human illnesses contracted from animals)

I UNDERSTAND THE RISKS INHERENT IN TREATMENT AND SURGERY AND I ACCEPT THOSE RISKS. I ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION IN THE TNR PROGRAM. I UNDERSTAND AND AGREE THAT THE CITY OF BRENHAM AND BRENHAM ANIMAL SERVICES DO NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE OTHER THAN THE SPAY/NEUTER PROCEDURE, INCLUDING BUT NOT LIMITED TO ADDITIONAL MEDICAL EXPENSES OF ANY NATURE IN THE EVENT OF THE CATS' INJURY, ILLNESS, OR DEATH, IN CONNECTION TO THE TNR PROGRAM. I UNDERSTAND THAT THE CITY OF BRENHAM AND BRENHAM ANIMAL SERVICES DO NOT PROVIDE INSURANCE FOR TNR PARTICIPANTS AND HEREBY EXPRESSLY WAIVE ANY CLAIM FOR COMPENSATION OR LIABILITY ON THE PART OF THE CITY OF BRENHAM AND/OR BRENHAM ANIMAL SERVICES IN THE EVENT OF ANY INJURY, MEDICAL EXPENSE, OR DEATH.

**I HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD THE CITY HARMLESS FROM ANY AND ALL LIABILITY, LOSSES, DAMAGES, JUDGMENTS, EXPENSES, OR ATTORNEY'S FEES THAT BRENHAM ANIMAL SERVICES OR THE CITY OF BRENHAM MAY SUSTAIN IN CONNECTION WITH ANY THIRD-PARTY CLAIMS THAT ARISE OUT OF MY PARTICIPATION IN THE TNR PROGRAM, WHETHER SUCH CLAIMS ARISE FROM DAMAGES THAT OCCUR ON BRENHAM ANIMAL SERVICES PREMISES, AT MY HOME, DURING TRAVEL, OR ELSEWHERE.**

I am at least eighteen (18) years old and understand that this Agreement is binding on my heirs, assigns, and legal representatives. **By signing below, I acknowledge and represent that I have read and understood the foregoing release, sign it voluntarily, and agree to the indemnity and waiver of liability above.**

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Printed Name

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Signature

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Date