



**Fostering Agreement and Release and Waiver of Liability,
Assumption of Risk and Indemnity Agreement**

Fostering Agreement:

The foster home serves as a safe and comfortable environment for fostered dogs. Every measure is to be taken to ensure a safe and comfortable living situation for the foster family and the foster dog. I acknowledge and agree that Metropolitan Maltese Rescue cannot guarantee me or anyone else what type of temperament the dog (s) I am fostering may have, that I am not an agent of the Metropolitan Maltese Rescue, and that I hereby accept responsibility for the dog(s) in my care.

I have an obligation to provide proper care for the dog, AND ensure that any and all Metropolitan Maltese Rescue paperwork, and updates on the animal's progress are provided to the appropriate parties in a timely fashion. I agree to abide by any decisions made by Metropolitan Maltese Rescue Board of Directors and that non-compliance with any issue could result in the foster dog(s) being removed from my care. I further understand that the foster dog (s) is only in my care temporarily and that this is not an adoption agreement and therefore is not an agreement that I will be allowed to retain possession of the foster animal on a permanent basis.

I understand that Metropolitan Maltese Rescue will be responsible for the payment for all pre-approved vet care necessary while the dog(s) is in my care. I understand I must have pre-approval by my case manager or any board Member of Metropolitan Maltese Rescue before any dog (s) is provided vet care that is deemed necessary. I understand that under no circumstances will Metropolitan Maltese Rescue dog(s) be bred or allowed to breed. All Metropolitan Maltese Rescue dog(s) must be spayed/neutered before placement into a home approved by Metropolitan Maltese Rescue.

I understand that Metropolitan Maltese Rescue will not be responsible for any injury or illness contracted by any dogs privately owned, or to people that may come in contact with my Metropolitan Maltese Rescue dog(s).

I agree that the dog(s) I am fostering will not be removed from my address or disposed of without written prior approval of Metropolitan Maltese Rescue.

I understand I will be liable for \$1000.00 as liquidated damages for breach of contract and injury to the reputation of Metropolitan Maltese Rescue.



Release and Waiver of Liability:

In Consideration of being permitted to foster a dog(s) from Metropolitan Maltese Rescue EACH OF THE UNDERSIGNED, for himself/herself, his personal representative, heirs, next of kin, invitees, and/or guests:

1. Acknowledges, agrees, and represents that he/she is aware of and assumes the many risks associated with being around dogs, including but not limited to the risks of being bitten, scratched, jumped upon, knocked over, chased, tripped, infected with a disease, or otherwise injured or frightened, as well as the risks of damage to personal property
2. HEREBY RELEASES, WAIVES, DISCHARGES, and COVENANTS NOT TO SUE Metropolitan Maltese Rescue, its employees, agents, members, directors, officers, or any affiliated entities thereof, FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representative, assigns, heirs, next of kin, guests, and/or invitees FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED OR ANYONE ELSE ARISING OUT OF OR RELATED TO THE FOSTERING OF A DOG(S) FROM METROPOLITAN MALTESE RESCUE
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS Metropolitan Maltese Rescue, its employees, agents, members, directors, officers, or any affiliated entities thereof, from ANY LOSS, LIABILITY, DAMAGE, OR COST INCLUDING BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE FOSTERING OF A DOG(S) FROM Metropolitan Maltese Rescue.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE FOSTERING OF A DOG(S) FROM Metropolitan Maltese Rescue.
5. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Metropolitan Maltese Rescue, its employees, agents, members, directors, officers, or any affiliated entities thereof, and is intended to be as broad and inclusive as is permitted by the laws of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.



I HAVE READ THIS FOSTERING AGREEMENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Name of Undersigned

Signature of Undersigned

Date

Address of Undersigned

Phone Numbers of Undersigned

Witness

Date