

**BILL OF SALE, WAIVER OF LIABILITY, AND HOLD
HARMLESS AGREEMENT FOR RETIRED POLICE CANINE**

The City of Thibodaux (“City”), in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and assign to **Kirk Foret, II**, (“Transferee”), his successors and assigns, the following City police dog known as “**Apollo**,” a 8 year old male Dutch Shepard, together with all kennel and housing equipment installed at Transferee’s residence by City for the use of the canine.

The canine and kennel facility are transferred in “as is” condition for Transferee’s personal use.

It is understood that this canine was removed from police service due to age, performance, or disability which made such canine unqualified for further police purposes. Accordingly, Transferee agrees that he will not attempt to use, or use, the canine for police purchases.

It is understood that the City, its City Council, boards, commissions, officers, agents, and employees (hereinafter collectively referred to as “Releasees”) shall have no liability for further care of the canine or for claims or suits, including claims for death or injury to persons, or loss of, or damage to, property, arising out of activities of, or related to, the canine occurring after transfer or said canine to Transferee by City.

Transferee expressly agrees to defend, indemnify, and hold harmless Releasees from and against any and all liability, claims, demands, damages, losses, causes of action, suits, or judgements of any kind whatsoever (including attorneys’ fees and all costs and expenses incurred in connection therewith) by reason of injury to, or death of, any person or persons, or property damage, including loss of use thereof resulting from any act or omission to act by Releasor associated with said canine, effective upon transfer of ownership of said canine to Transferee.

The duty of Transferee to indemnify and hold harmless, as set forth herein, shall include the duty to defend the Releasees, provided, however, that nothing herein shall be construed to require Transferee to indemnify Releasees against any responsibility or liability in contravention of any provision of Louisiana law.

This release, waiver, and hold harmless agreement is binding upon Transferee, his heirs, executors, administrators, and assigns.

Witnesses:

Witnesses:

Transferee/Releaser

Date

City of Thibodaux

By: Mayor Kevin Clement

Date