

CONFIDENTIAL

Toronto Humane Society Urgent Care Foster Program Waiver of Claim and Placement Agreement

Date: _____

Owner Name: _____

Owner Telephone Number: _____

The following agreement is made between Toronto Humane Society and the undersigned owner or his/her authorized representative, hereafter referred to as the "owner/agent".

1. The veterinary facility agrees to provide to the animal(s) described below, free of charge, vaccinations and physical examination (if needed) for admittance into the veterinary facility or placement with a pet foster parent. The veterinary facility will be giving custody of the animal(s) to a pet foster parent who will enter into an appropriate agreement with the veterinary facility prior to taking custody of the animal(s).
2. Toronto Humane Society retains the right to refuse to accept, or refuse to place with a pet foster parent, any animal(s) that, in the opinion of facility staff, endangers the health of other animals and/or the safety of facility staff or the pet foster parent and his or her family.
3. The owner hereby certifies that she/he is the owner of the animal(s) described below, and agrees to allow Toronto Humane Society to provide any and all veterinary care including, but not limited to, diagnostic, therapeutic, surgical, preventative treatment or euthanasia as may be deemed appropriate by the attending veterinarian(s), for the duration of this agreement. Prior approval for such treatments will be obtained by the Toronto Humane Society from the owner or authorized agent, where possible.
4. The owner/agent acknowledges that the attending veterinarian(s) has an obligation pursuant to the Ontario Society for the Prevention of Cruelty to Animals Act (the "Act") to report abused, neglected or an animal in "distress" (as defined under the Act) to an inspector or an agent of the Ontario Society for the Prevention of Cruelty to Animals.
5. The owner/agent hereby provides a full and final release of Toronto Humane Society liability including any assigns, parents, subsidiaries, affiliates, directors, officers, veterinarians, employees, or agents of the Toronto Humane Society, as applicable (collectively, the "Releasees"), from any and all claims, liabilities, demands, obligations, damages, actions, causes of action, suits, debts, charges or complaints of any kind whatsoever (including any loss or damage not yet ascertained) which the owner/agent may now have, ever have had or hereafter may have against the Releasees including, but not limited to, by reason of loss of or injury to the animal(s), the rendering or failure to render medical care, or relating to the placement of the animal(s) with a pet foster parent.



6. In the event that the animal is placed with a pet foster parent, the owner/agent must provide Toronto Humane Society with at least 3 business days advance written notice if the owner/agent would like Toronto Humane Society to retrieve the animal(s) for the purpose of enabling the owner/agent to remove the animal(s) from the veterinary facility. The animal(s) must be removed from Toronto Humane Society immediately following its retrieval from the pet foster parent.
7. The owner hereby agrees that she/he is responsible for:
 - a) removing the animal(s) from the veterinary facility immediately upon:
 - i) the termination of this agreement pursuant to paragraph 9.
8. The owner/agent understands that ownership of the animal(s) will transfer to Toronto Humane Society if:
 - a) left at Toronto Humane Society as a result of the failure of the owner to remove the animal(s) as required in paragraph 6 above; or
 - b) a period of 365 days has elapsed since the signing of this waiver and the animal has not been re-claimed by the owner
9. Notwithstanding any other provision contained herein to the contrary, this Agreement may be terminated as follows:
 - a) by mutual written agreement of Toronto Humane Society and owner at any time;
 - b) by Toronto Humane Society without cause at any time upon 30 days' prior written notice to the owner;
 - c) by the owner without cause at any time upon 3 business days' prior written notice to Toronto Humane Society;
 - d) by Toronto Humane Society for "cause" at any time by giving written notice thereof to the owner. For the purposes of this agreement, termination for "cause" means:
 - i) the breach by the owner of any of its obligations under this agreement;
 - ii) the veterinarian has exercised its rights pursuant to paragraph 2 and there are no other animals of the owner cared for pursuant to this agreement;
 - iii) the owner refused veterinary care or treatment pursuant to paragraph 3; or
 - iv) in the event the animal is considered abandoned pursuant to paragraph 8 and there are no other animals of the owner/agent cared for pursuant to this agreement; or
 - e) upon the retrieval of the last animal from the veterinary facility by the owner.
10. Upon termination of this Agreement:
 - a) the veterinary facility shall immediately cease the performance of all services, treatment(s), veterinary or foster care or any other matter conducted pursuant to this Agreement;
 - b) the animals shall be immediately returned to the owner/agent;
 - c) the owner/agent acknowledges that paragraphs 4, 5, 7 and 8 shall survive the termination of this agreement indefinitely.



Animal Information

Animal 1			
Animal Name		Species	
Breed		Gender	
Microchip #		A# (office use only)	
Animal 2			
Animal Name		Species	
Breed		Gender	
Microchip #		A# (office use only)	
Animal 3			
Animal Name		Species	
Breed		Gender	
Microchip #		A# (office use only)	

Date: _____

Owner

Toronto Humane Society

(Signature)

(Printed Name)

Witness

(Signature)

(Printed Name)

(Signature)

(Printed Name)



If available, I will provide Toronto Humane Society with written proof of my ownership of the animal(s) referred to in this Agreement. If such proof is unavailable, by signing this Program Waiver of Claim and Placement Agreement, I warrant that I am the legal owner of the animal(s) referred to on this

Agreement, and agree to indemnify and hold Toronto Humane Society harmless from any loss or damage claimed by any third parties with respect to the participation of the animal(s) in Toronto Humane Society Urgent Care Foster Program.

Proof of ownership provided: Yes No

(If yes, specify type and attach copy: _____)



CONFIDENTIAL RELEASE

Toronto Humane Society's Urgent Foster Care Program Termination of Agreement

I confirm that Toronto Humane Society has returned to me the following animal(s) as itemized on the previous page in good and sound condition, and with all leashes, collars, tags, toys, and other property originally provided to the Toronto Humane Society by the Owner.

The relationship between Toronto Humane Society and myself is hereby terminated upon signing this Release.

I unconditionally release any and all claims against Toronto Humane Society or anyone, for anything said or done during the course of participation in Toronto Humane Society's Urgent Care Foster Program.

Date: _____

Owner

Toronto Humane Society

(Signature)

(Signature)

(Printed Name)

(Printed Name)

Witness

(Signature)

(Printed Name)



My signature below indicates that I agree to the following:

1. I authorize the person named and listed below to act on my behalf regarding any inquiries and/or decisions relating to the above animal while it is entered in Toronto Humane Society's Foster Program.
2. This authorization allows the Agency named and listed below to provide any information to Toronto Humane Society as it relates to my animal.
3. This authorization allows Toronto Humane Society and its agents to provide information to any Veterinary Clinic that is providing services to my animal.
4. I understand and agree to pay up to a maximum of \$_____ for any care that may need to be provided to my animal while it is in Toronto Humane Society's Foster Program. I further understand that if the animal requires care that goes over and above this amount that Toronto Humane Society will make the decision that is in the best interest of my animal and that the outcome of this decision may involve euthanasia or transfer of ownership to Toronto Humane Society.

I authorize the following person to act as my Agent for all matters pertaining to my animal:

Toronto Humane Society

Authorized Third Party Street Address:	Floor	City:
Province:	Postal Code:	Country:

**Please sign and date below to complete the Agent Representation Authorization Form
Toronto Humane Society's Foster Program**

Owner Signature:	Date: (DD/MM/YYYY)
Witness Signature	Date: (DD/MM/YYYY)

