



Wagoner County Badges & Paws



Applying for: Citizen Foster _____ or Citizen Facilitator _____

Name: _____ DOB: _____

Address: _____

City/State: _____ Zip: _____

E-mail: _____

Home Phone: (_____) _____ Cell Phone: (_____) _____

Work Phone: (_____) _____

Type of home you live in? Apartment/Condo _____ Town house _____ Single family home _____

Do you own your home? Yes _____ No _____

Do you rent? Yes _____ No _____

If you rent, does your landlord permit animals? Yes _____ No _____

If you rent, is there a weight or size limit on animals allowed? Yes _____ No _____

If yes, what is that limit? _____

Do you have a fenced yard? Yes _____ No _____

If yes briefly describe it

If not, do you agree to keep the animal on a leash when outdoors? Yes _____ No _____

Do you currently have animals of your own? Yes _____ No _____

If yes briefly describe each pet

Are your pets current on vaccinations? Yes _____ No _____

Have your pets been spayed or neutered? Yes _____ No _____

Have you ever given up a pet? Yes _____ No _____

If yes please explain

How many people reside in your household? Adults _____ Children _____

Badges & Paws

Hold Harmless Agreement

This Hold Harmless Agreement (“Agreement”) is made effective on _____ by and between Wagoner County/Wagoner County Sheriff’s Office, of 307 East Cherokee Street, Wagoner, Oklahoma 74467 and _____, residing at _____ . Wagoner County/Wagoner County Sheriff's Office and _____ are sometimes individually referred to as “Party” and collectively referred to as “Parties.”

WHEREAS, _____ (Citizen’s Name) desires to hold harmless Wagoner County/Wagoner County Sheriff’s Office from any claims and/or litigation arising out of _____’s (Citizen’s Name) actions in connection with Badges & Paws.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, Wagoner County/Wagoner County Sheriff’s Office and _____ (Citizen’s Name) hereby agree as follows:

Hold Harmless. _____ (Citizen’s Name) shall fully defend, indemnify, and hold harmless Wagoner County/Wagoner County Sheriff’s Office from any and all claims, lawsuits, demands, causes of action, liability, loss, damage, and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury, and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of _____ (Citizen’s Name), its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys’ fees, and related costs or expenses, and

any reimbursements to Wagoner County/Wagoner County Sheriff's Office for all fees, expenses, and costs incurred by it.

Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

Amendment and Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Waiver. No Waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, in any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties relating to such matters.

Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Oklahoma law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to

modify this Agreement to give the broadest possible interpretation permitted under Oklahoma law.

Applicable Law. This agreement shall be governed exclusively by the laws of Oklahoma, without regard to conflict of law provisions.

Exclusive Venue and Jurisdiction. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Oklahoma. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

Signature. This Agreement shall be signed on behalf of Wagoner County/Wagoner County Sheriff's Office by Danny Elliott, Investigator, and on behalf of _____ (Citizen's Name), Citizen Foster, and effective as of the date first written above.

Citizen Foster

Date: _____