

## **AGREEMENT AND RELEASE**

This Agreement and Release is executed on this 1st day of June, 2015 by and between Benjamin Hardin, herein after referred to as "Releasor," and the City of Overland Park, Kansas, a municipal corporation organized under the laws of the State of Kansas, hereinafter referred to as "Releasee."

### **STIPULATIONS**

Releasee is the legal owner of a male, currently working police canine named Cezar. This canine has been selected, tested and trained for specific types of law enforcement work to include tracking, protection and narcotics detection. The parties specifically acknowledge that this canine was not raised nor ever kept as a pet. The Releasor has received training with said canine. Due to the age, health and qualifications of the canine, the Releasee has determined that it is in the best interest of the canine and the Overland Park Police Department (OPPD) to retire the canine from service with the Department. The Releasor has expressed an interest in becoming the legal owner of said canine upon its retirement from service with the OPPD.

### **AGREEMENT**

The parties hereby agree that the City transfers sole legal ownership of the canine to the Releasor as of the date written above. Upon transfer of ownership the Releasor shall be solely responsible for the care and welfare of said canine, provided the Releasor is authorized to receive adequate dog food from the OPPD and payment of up to \$500.00 in veterinary bills per year, until the end of Cezar's natural life. Releasor shall notify the OPPD within 10 days of the end of Cezar's natural life. Upon transfer of legal ownership of said canine, the Releasor shall be solely responsible for the safe keeping of said canine and shall be responsible for purchasing and maintaining any liability insurance the Releasor deems necessary for the keeping of said canine.

Releasor further understands and agrees that upon transfer of ownership to Releasor, the canine shall not be used in any working capacity including but not limited to work in law enforcement.

### **RELEASE**

Releasor understands that he or others may suffer damages which are unknown at the present time and that damage to the Releasor and others may arise in the future from the keeping of said canine. Releasor further understands that upon transfer of legal ownership of said canine to Releasor, he is solely responsible for its safekeeping and for any liability for damages caused by said animal.

With such knowledge, and in consideration of transfer of ownership of said canine and for other consideration, Releasor elects to and does assume all risks and responsibility for claims hereinafter arising, known or unknown, based on the ownership of said canine, and does hereby release and fully discharge Releasee, its employees, officers, agents and assigns from any and all liability claims, demands, costs, charges and expenses with respect to all future claims and causes of action from the keeping of said canine. In addition, the Releasor hereby agrees not to assert any claim against the Releasee, its employees, officers, agents or assigns in any court of law based upon the keeping of said canine.

IN WITNESS WHEREOF, the parties have executed this Release and Agreement on the day and year first above written.

\_\_\_\_\_  
Mayor Carl Gerlach on behalf of the City of  
Overland Park, Kansas  
Releasee

ATTEST:

\_\_\_\_\_  
Marian Cook, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John J. Knoll  
Senior Assistant City Attorney

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Benjamin Hardin, Releasor