

Sale of "Piko" and Waiver of Liability Agreement

In consideration of the sum of One Dollar, and the transfer of ownership of a certain canine, "Piko", from the City of Minot (City) to Titus Clouse (Clouse), Clouse hereby releases and forever discharges the City, its agents, employees, heirs, and assigns from any and all claims for injury, disability, loss, or property destruction that may occur to anyone, as a result of contact with or actions by the dog, "Piko".

Clouse accepts full responsibility and also agrees to indemnify and hold harmless the City and its agents, employees, heirs, and assigns, for any alleged injury or damage to any person or property that may occur or be caused by Piko after the transfer of ownership, which is effective as of the date listed below, including reasonable costs of defending such claims.

The undersigned is fully aware of the nature of the training Piko received and the nature of the work that Piko performed during the period of ownership by the City, and understands the need to provide Piko with suitable shelter and reasonable surroundings in keeping with its training and work experience.

Clouse also hereby accepts the following conditions of sale:

1. Clouse will not sell or give away Piko, without written approval of the City;
2. Clouse will use Piko only as a pet, but may train Piko and enter competition;
3. Clouse will assume all costs of maintenance and ownership associated with Piko;
4. Clouse will not use Piko as a detection, rescue, or service animal in any capacity, without the written approval of the City; and
5. Clouse will obtain and maintain in force a Homeowner's or Renter's Insurance Policy, issued by a casualty carrier licensed in this state, in the minimum amounts of \$100,000 per claimant and \$300,000 per incident or event.

The Parties have executed this Agreement on ____ day of _____, 20____.

Titus Clouse

Mayor, Chuck Barney

Witness