

Guadalupe "Lupe" Treviño  
711 El Cibolo Road  
Edinburg, Texas 78539  
Hidalgo County Sheriff

Re: Donation to Hidalgo County Sheriff's Canine Program

Dear Sheriff Treviño,

My name is Martin Segura and I wish to donate a trained Police Canine to the Hidalgo County Sheriff's Office Canine Program. The Canine is a 5 year old German shepherd, named "Ayron". He was trained as a military working dog and served his country well fulfilling his military duty with great success. He was acquired from the 341<sup>st</sup> Training Squadron, Lackland Air force base in San Antonio, Texas. Canine "Ayron" is trained and certified for patrol duty, but with the proper training, he can be trained for narcotics detection within the Sheriff's office Canine Program. I know that he will be used by the Sheriff's Office to track and apprehend criminals, find hidden drugs, as well as finding lost children or the elderly. I know with your continued support of the Canine Program, "Ayron" will be an effective tool for Criminal Enforcement, allowing the Sheriff's Office to better serve the citizens of Hidalgo County, and to better the relationship of the community and the Sheriff's Office. The only request that I have, is that I be given opportunity to adopt "Ayron", when his service to the citizens of Hidalgo is complete and he is ready to be retired. If you have any question please feel free to contact me at the listed phone numbers; home (956) 386 1631 or cell (956) 648-4604.

Respectfully,

A handwritten signature in cursive script that reads "Martin Segura". The signature is written in black ink and is positioned to the left of a horizontal line that extends across the page.

Martin Segura

5/18/05

COVENANT NOT TO SUE WITH INDEMNITY AGREEMENT (LEA)

STATE OF: TEXAS  
COUNTY OF: HIDALGO

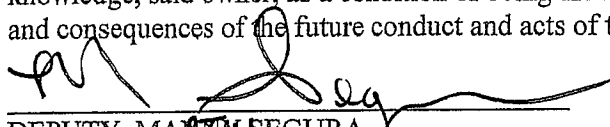
Know all by these present that the DEPUTY MANNY SEGURA - SHERIFF DEPARTMENT, EDINBURG, TEXAS hereafter referred to as ("RECIPIENT") The following described military working dog, thereafter referred to as ("MWD") to wit: HARRY/ARON (B368) a Male German Shepherd: HARRY/ARON = WHELPED: SEPTEMBER 1998: DOGS ARE DE-CERTIFIED AND ELIMINATED FROM DEPARTMENT OF DEFENSE MILITARY WORKING DOG PROGRAM.

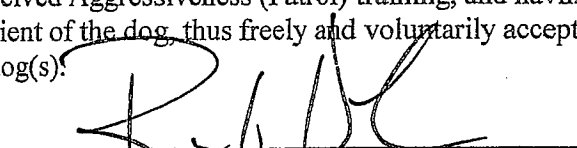
Recipient, in consideration of the transfer of above referenced MWD(s), the receipt of which is hereby acknowledged, does hereby covenant and agree with the Donna Police Department and the executors of administrators, will never institute or in any way aid in the institution of any suit, action at law, or make any claim against the Donna Police Department, or any employee or servant thereof, for or by reason of any damage, loss, or injury either to person or property or both or wrongful death, which may be caused directly or indirectly by the above described MWD, however and whenever the same may be caused.

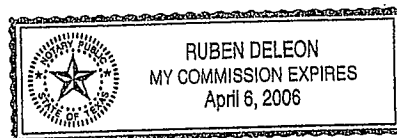
And in further consideration of the transfer of said MWD, recipient hereby agrees to indemnify the Donna Police Department and any and all services be employed by the Donna Police Department, through its agents and representatives, that Recipient, or his heirs, assigns, executors of administrators, will never institute or in any way aid in the institution of any suit, action at law, or make any claim against the Donna Police Department, or any employee or servant thereof for or by reason of any damage, loss, or injury either to person or property or both, which may be caused directly or indirectly by the above described dog, however and whenever the same may be caused.

And in further consideration of the transfer said dog, Recipient hereby agrees to indemnify and waive any and all future action, both at law and equity, the Donna Police Department, and any and all servants or employees thereof, against any and all claims for injury or damages, compensation or otherwise, which may arise at anytime whatsoever, and which are attributable directly or indirectly to the above described dogs(s), or to any training given the above described dog(s) by the Donna Police Department, and to reimburse or make good any loss or damages or cost the Donna Police Department, or any servants or employees thereof may have to pay if litigation arises on account of any claims made by Recipient, its successors, or assigns, or by any other party, whatsoever, who may institute any type of claim against the Donna Police Department, or against any servant or employee thereof.

Recipient further makes the promise that the dog(s) will not be used for any illegal purpose, all in consideration of the transfer of the above described dog(s) to Recipient by the Donna Police Department, through its agents or representatives' receipt of which is hereby acknowledged. In making this agreement, the Recipient acknowledges that the above-mentioned dog(s) HAS received Aggressiveness (Patrol) training, and having such knowledge, said owner, as a condition of being the recipient of the dog, thus freely and voluntarily accepts all risks and consequences of the future conduct and acts of the dog(s).

  
DEPUTY, MANNY SEGURA  
SHERIFF'S OFFICE  
P.O. BOX 1228  
EDINBURG, TEXAS 78539  
956-383-8114

  
DONNA POLICE DEPARTMENT  
CHIEF OF POLICE



STATE OF TEXAS

BEFORE ME Martin Segura A NOTARY PUBLIC, ON THIS DATE, PERSONALLY APPEARED ABOVE LISTED BUYER KNOWN TO ME TO BE THE PERSON WHOSE NAME SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED ON 6 DAY OF October, 2004.