STATE OF: TEXAS COUNT OF: HIDALGO

COVENANT NOT TO SUE WITH INDEMNITY AGREEMENT--LAW ENFORCEMENT AGENCY (LEA)

KNOW ALL THESE PRESENT THAT

LEA Rep Name JAVIER SOLIS on behalf of LEA Name HIDALGO CTY SHERIFFS

(hereafter referred to as "RECIPIENT") accepts the following described military working dog(s) (hereafter referred to as "MWD") to wit

MWD Name: BOBBY Tattoo No.: W236 Whelp Date: 1 JAN 13 ◉ Male ○ Female

Breed: BELGIAN MALINOIS Program Eliminated from: JBSA-LACKLAND

MWD Name: Tattoo No.: Whelp Date: ○ Male ○ Female

Breed: Program Eliminated from:

MWD Name: Tattoo No.: Whelp Date: ○ Male ○ Female

Breed: Program Eliminated from:

That the LEA RECIPIENT hereby stipulates and guarantees that the canine(s) provided under this agreement is (are) being acquired for use by for the purpose of LAW ENFORCEMENT. It is hereby agreed by both parties that the adoption of said canines is not being accomplished with the intent that said canines be resold by the LEA RECIPIENT to a third party. If the LEA RECIPIENT fails to comply with this provision and places the canine(s) provided under this agreement for sale, the LEA RECIPIENT shall reimburse 341 TRS for the full market replacement value of the canine(s) provided under this agreement at a rate set by 341 TRS. The 341 TRS reserves the right to pursue all available legal recourse should the LEA RECIPIENT be found to have procured the canines provided under this agreement under false pretenses.

LEA 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 United States Government 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 United States Government, Department of Defense, 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, LEA RECIPIENT hereby agrees to indemnity the United States Government, and Department of Defense and any and all services be employed by the Government and the Department of Defense, through its agents and representatives, that LEA 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 United States Government, Department of Defense, 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 of said dog, LEA RECIPIENT hereby agrees to indemnity and waive any and all future action, both at law and equity, the United States Government, and Department of Defense, 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 dog(s), or to any training given the above described dog(s) by the United States Government or Department of Defense, and to reimburse or make good any loss or damages or cost the United States Government, Department of Defense, or any servants or employees thereof may have to pay if litigation arises on account of any claims made by LEA RECIPIENT, its successors, or assigns, or by any other party, whatsoever, who may institute any type of claim against the United States Government and Department of Defense, or against any servant or employee thereof.

LEA 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 LEA RECIPIENT by the United States Government and the Department of Defense, through its agents or representatives' receipt of which is hereby acknowledged. In making this agreement, the LEA RECIPIENT acknowledges that the above mentioned dog(s) HAS (have) received Air Force Aggressiveness (Patrol) training, and having such knowledge, said owner, as a condition of being the LEA RECIPIENT of the dog, thus freely and voluntarily accepts all risks and consequences of the future conduct and acts of the dog(s).

Signature of LEA Representative, on behalf of

JAVIER SOLIS

Name of LEA Representative and LEA

605 MAZATLAN

PALMVIEW TX 78572

Address of LEA

956 222 9417

Phone Number of LEA

Signature of DoD Representative

RICHARD A. DOSTAL

Signature Block of DoD Agent

STATE OF: TEXAS COUNTY OF: HIDALGO

Before me, RICHARD A. DOSTAL, a Notary Public, personally appeared the above listed Adopter known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed on this

17TH day of NOVEMBER 2014

RICHARD ALAN DOSTAL
Notary Public, State of Texas
My Commission Expires
August 05, 2018

NOTARY PUBLIC

COMMISSION EXPIRATION