

## **RELEASE AND INDEMNITY AGREEMENT**

FOR AND IN CONSIDERATION OF the DeKalb County Police Department's agreement to transfer ownership and custody of the police dog named "Indi" (hereinafter "K-9 Indi") to DeKalb County Police Sergeant Norman Larsen (hereinafter "Larsen") upon approval by the DeKalb County governing authority, Larsen hereby agrees to and executes this Release and Indemnity Agreement ("Agreement") as follows:

**i. Larsen's acknowledgments.**

- A. Larsen is a current employee of DeKalb County and has been assigned to the Special Operations (K-9 Unit) as a K-9 Handler;
- B. Larsen was, in conjunction with his assignment as a K-9 handler, given the care, custody, and control of K-9 Indi in the course of his service as a K-9 handler. As such, Larsen has worked and lived with K-9 Indi and is well acquainted with K-9 Indi.
- C. Larsen understands that K-9 Indi is being retired from service with the DeKalb County Department. Larsen has requested that K-9 Indi be transferred to his custody and ownership upon K-9 Indi's retirement from DeKalb County service. On the later of the following two dates, K-9 Indi will cease to be the property and responsibility of DeKalb County, Georgia, and will become Larsen's sole property and responsibility: 1) the date Larsen executes this Agreement and 2) the date K-9 Indi's retirement and transfer to Larsen's ownership are approved by the DeKalb County governing authority.

**ii. Release and Discharge of potential claims and covenant not to sue.**

Larsen fully releases and discharges DeKalb County, including, but not limited to, all of its elected officials, employees, agents, heirs, administrators, successors, and assigns (hereinafter collectively referred to as Releasees), from any and all actions, causes of action, claims and demands (including, but not limited to, claims for negligence, loss of consortium, personal injuries, pain and suffering, medical expenses, hospital expense, and/or property damage) that Larsen has or claims to have arising from conduct of K-9 Indi. Larsen further covenants and agrees that he will not sue or otherwise assert any legal claims against DeKalb County or any of the Releasees based on any past, present, or future conduct or actions of K-9 Indi.

**iii. Indemnification and Hold Harmless Agreement.**

Larsen further agrees that he will indemnify and hold harmless DeKalb County and the other Releasees from any and all claims, demands, actions and causes of action (including, but not limited to, claims for negligence, loss of consortium, personal injuries, pain and suffering, medical expenses, hospital expense, and/or property damage) brought by any third party or parties against

DeKalb County and/or any Releasee(s) arising from any conduct of K-9 Indi after the date this Agreement becomes effective.

**IV. No Reliance on Representations by Released Parties**

Larsen hereby acknowledges and agrees that the Release set forth above is a general release and Larsen further expressly assumes the risk of any and all claims for damages regarding K-9 Indi that may come to exist in the future. Larsen has not relied upon any representations by DeKalb County or its counsel, insurance carriers, or representatives in entering into this Agreement.

**V. Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia.

**VI. Effective Date**

This Agreement shall become effective upon the later of the following two dates: 1) the date Larsen executes this Agreement; and 2) the date the DeKalb County governing authority approves K-9 Indi's retirement and transfer to the ownership of Larsen.

By his signature hereon, Larsen confirms that he has read this Agreement, understands it fully, has had an opportunity to review it with a personal attorney if he chooses to do so, and signs it voluntarily.

Executed this \_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Norman Larsen [Signature]

\_\_\_\_\_  
[Printed Name]

Sworn to and subscribed before me this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires  
\_\_\_\_\_