

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 "Eli" (hereinafter "K-9 Eli") to DeKalb County Police Sergeant Edward Bates (hereinafter "Bates") upon approval by the DeKalb County governing authority, Bates hereby agrees to and executes this Release and Indemnity Agreement ("Agreement") as follows:

I. Bates's acknowledgments.

A. Bates is a current employee of DeKalb County and has been assigned to the Special Operations (K-9 Unit) as a K-9 Handler;

B. Bates was, in conjunction with his assignment as a K-9 handler, given the care, custody, and control of K-9 Eli in the course of his service as a K-9 handler. As such, Bates has worked and lived with K-9 Eli and is well acquainted with K-9 Eli.

C. Bates understands that K-9 Eli is being retired from service with the DeKalb County Police Department. Bates has requested that K-9 Eli be transferred to his custody and ownership upon K-9 Eli's retirement from DeKalb County service. On the later of the following two dates, K-9 Eli will cease to be the property and responsibility of DeKalb County, Georgia, and will become Bates's sole property and responsibility: 1) the date Bates executes this Agreement and 2) the date K-9 Eli's retirement and transfer to Bates's ownership are approved by the DeKalb County governing authority.

II. Release and Discharge of potential claims and covenant not to sue.

Bates 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 Bates has or claims to have arising from conduct of K-9 Eli. Bates 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 Eli.

III. Indemnification and Hold Harmless Agreement.

Bates 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 Eli after the date this Agreement becomes effective.

IV. No Reliance on Representations by Released Parties

Bates hereby acknowledges and agrees that the Release set forth above is a general release and Bates further expressly assumes the risk of any and all claims for damages regarding K-9 Eli that may come to exist in the future. Bates 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 Bates executes this Agreement; and 2) the date the DeKalb County governing authority approves K-9 Eli's retirement and transfer to the ownership of Bates.

By his signature hereon, Bates 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 10 day of FEB, 2020

Em Bates
Edward Bates [Signature]

Em Bates
[Printed Name]

Sworn to and subscribed
before me this 10th
day of February, 2020

Bill W. Hill

Notary Public

My commission expires

03/03/2022

EMILY V. BATES
PUBLIC SALE
RECEIVED

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 "DJango" (hereinafter "K-9 DJango") to DeKalb County Police Sergeant Frank Cusimano (hereinafter "Cusimano") upon approval by the DeKalb County governing authority, Cusimano hereby agrees to and executes this Release and Indemnity Agreement ("Agreement") as follows:

I. Cusimano's acknowledgments.

A. Cusimano is a current employee of DeKalb County and has been assigned to the Special Operations (K-9 Unit) as a K-9 Handler;

B. Cusimano was, in conjunction with his assignment as a K-9 handler, given the care, custody, and control of K-9 DJango in the course of his service as a K-9 handler. As such, Cusimano has worked and lived with K-9 DJango and is well acquainted with K-9 DJango.

C. Cusimano understands that K-9 DJango is being retired from service with the DeKalb County Police Department. Cusimano has requested that K-9 DJango be transferred to his custody and ownership upon K-9 DJango's retirement from DeKalb County service. On the later of the following two dates, K-9 DJango will cease to be the property and responsibility of DeKalb County, Georgia, and will become Cusimano's sole property and responsibility: 1) the date Cusimano executes this Agreement and 2) the date K-9 DJango's retirement and transfer to Cusimano's ownership are approved by the DeKalb County governing authority.

II. Release and Discharge of potential claims and covenant not to sue.

Cusimano 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 Cusimano has or claims to have arising from conduct of K-9 DJango. Cusimano 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 DJango.

III. Indemnification and Hold Harmless Agreement.

Cusimano 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 Django after the date this Agreement becomes effective.

IV. No Reliance on Representations by Released Parties

Cusimano hereby acknowledges and agrees that the Release set forth above is a general release and Cusimano further expressly assumes the risk of any and all claims for damages regarding K-9 Django that may come to exist in the future. Cusimano 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 Cusimano executes this Agreement; and 2) the date the DeKalb County governing authority approves K-9 Django's retirement and transfer to the ownership of Cusimano.

By his signature hereon, Cusimano 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 10 day of February, 2020

Frank Cusimano
Frank Cusimano [Signature]
Frank Cusimano
[Printed Name]

Sworn to and subscribed
before me this 10th
day of February, 2020

John W. Heil

Notary Public

My commission expires

03/03/2022

RECEIVED
FEB 15 6:15:02
PUBLIC SAFETY