

## **RELEASE, HOLD HARMLESS AND COVENANT NOT TO SUE**

**WHEREAS**, the Village of Orland Park owns a male, black and tan, approximately 9-year old German Shepherd dog named Bosco (hereinafter "Bosco") that the Village no longer finds useful or of value to the Village of Orland Park; and

**WHEREAS**, the Village of Orland Park wishes to dispose of Bosco; and

**WHEREAS**, Bosco's handler, Police Officer James J. Heramb, wishes to take ownership and possession of Bosco; and

**WHEREAS**, the Village agrees to turn over full ownership and responsibility of Bosco to James J. Heramb free of charge; and

**WHEREAS**, James J. Heramb agrees to accept full ownership and future responsibility of and for Bosco.

**NOW, THEREFORE**, in consideration of the Village of Orland Park agreeing to transfer ownership of Bosco to James J. Heramb for no cost or expense, James J. Heramb agrees as follows:

Bosco shall be conveyed free of charge to James J. Heramb on an "as-is, where-is" basis, without any representations or warranties of any kind, express or implied, either oral or written, made by the Village of Orland Park or any agent, employee or representative of the Village of Orland Park with respect to the physical, mental or any other condition of Bosco, including any propensities of or training of Bosco. James J. Heramb agrees to take Bosco on an "as-is, where-is" basis.

In addition, James J. Heramb, his beneficiaries, successors, assigns, legal and personal representatives, executors, administrators, devisees, legatees and heirs, shall defend, indemnify

and hold harmless the Village of Orland Park, its officers, trustees, servants, agents, successors, assigns and employees thereof, respectively, (collectively, "Village Affiliates"), both in their capacities as municipal representatives and as individuals, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses (including but not limited to attorneys' fees and expenses) pursuant to any claim of property damage, personal injury or bodily harm, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner incurred relating to or growing out of the transfer of the ownership interest in and possession of Bosco to James J. Heramb. In the event that the Village Affiliates, or any one of them, are named as defendants in a lawsuit arising out of the matters to be indemnified hereunder, the Village Affiliates, and each of them, shall have the right to choose the attorneys who represent them in said lawsuit, and the costs, expenses and fees associated with said attorneys in relation to said lawsuit shall be paid by James J. Heramb, his heirs, successors or assigns.

James J. Heramb and his heirs, successors and assigns hereby agree to release, waive and covenant not to sue and forever discharge the Village Affiliates, and each of them, for any claims, suits or action, whether or not well founded in fact or in law, which James J. Heramb has or may have, arising or growing out of the transfer of the ownership interest and possession of Bosco to it from the Village of Orland Park. It is the express purpose of this document that upon transfer of the ownership of Bosco to James J. Heramb by the Village of Orland Park, James J. Heramb shall assume all responsibility, damages, liability and obligations for and resulting from the condition and actions of Bosco and that the Village Affiliates will at no time assume responsibility or liability for the actions of that animal. As between the Village Affiliates and

James J. Heramb, James J. Heramb shall be held solely responsible to all persons or property that come into contact with Bosco.

James J. Heramb

Village of Orland Park,  
a municipal corporation

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SUBSCRIBED AND SWORN TO  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2011.

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SUBSCRIBED AND SWORN TO  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2011

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Notary Public

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Notary Public