



Puppygrams Release and Waiver

Recipients and participants agree to these following terms when they click the on-line button to make the donation to Great Plains SPCA (GPSPCA) in exchange for the Puppygram.

- GPSPCA will notify recipient via either email or phone of the approximate delivery time of the Puppygram. GPSPCA will make best efforts to adhere to these delivery timeframes but cannot guarantee delivery times. The Puppygram delivery date is subject to change due to inclement weather or other emergency.
- Puppygrams will be delivered to businesses and residences within 25 miles of GPSPCA's Merriam campus. GPSPCA reserves the right to not deliver to any address or location.
- Recipient shall provide a room that is safe and free of toxic or otherwise dangerous substances.
- Any photos taken during the event are the property of GPSPCA and may be used in any manner at GPSPCA's discretion.
- GPSPCA has made its best efforts to select puppies that are behaviorally and medically appropriate to participate in this event, however, we cannot guarantee the health or temperament of any puppy.
- Recipient shall understand that this event involves interaction with animals whose behavior patterns are previously unknown to you or, if applicable, other participants, and who may be difficult to control and/or may be the cause of injury event when handled with the greatest amount of care. Interaction with the animals bears certain inherent risks, up to and including the risk of personal injury to you or other participants. If you are a company, you represent and warrant that you maintain workers' compensation insurance in accordance with applicable law.
- Recipient shall permit GPSPCA employees and/or volunteers to attend the event and take direction from these individuals regarding handling of the puppies. If any of GPSPCA employee or volunteer chooses to remove any or all animals from the event at any time, you shall not object and allow them to proceed.
- Recipient shall release and discharge GPSPCA, our affiliates, directors, officer, employees, contractors, representatives and agents (the Released Parties) from all actions, causes of action, claims, damages, suits, and demands of any kind whatsoever, in law or equity, which you or your administrators, employees, representative, directors, officers, heirs, dependents, descendants, relatives, estates, executors, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever which may exist, relate to or arise out of the event. You shall not hold the Released Parties liable for any loss or expense, to include third party complaints or litigation, resulting from any action or inaction, nor for any damages which any GPSPCA staff person, volunteer or animal may cause to any person or property.
- Recipient shall indemnify, defend and hold harmless the Released Parties from and against any and all losses, liabilities, claims, obligations, actions, damages, costs and expenses, including reasonable attorneys' fees and disbursements, for any claim arising in connection with the Event, including, if applicable, any claim brought by any participant.