



***GALVESTON INDEPENDENT SCHOOL DISTRICT  
POLICE DEPARTMENT***



**GALVESTON INDEPENDENT SCHOOL DISTRICT**

**K-9 RETIREMENT, TRANSFER OF OWNERSHIP, AND RELEASE AGREEMENT**

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This K-9 Retirement, Transfer of Ownership, and Release Agreement (“Agreement”) is entered into by and between **Galveston Independent School District**, a Texas independent school district, referred to as (“district”), and Ofc **Brittany Hines Badge # 282** (“Transferee”).

**1. PURPOSE AND RETIREMENT**

The district has determined that **K-9 Bonsai [MICRO CHIP# 90011500249138]** (“K-9”) has reached retirement status and is no longer required for official District service, pursuant to **GISD Policy** and applicable Board authorization.

**2. TRANSFER OF OWNERSHIP**

Effective \_\_\_\_\_, the district permanently transfers all right, title, and interest in the K-9 to the Transferee.

**Handler-Only Adoption**

Transferee is the K-9’s assigned handler at the time of retirement.

Upon transfer, the K-9 is no longer District property and is **not** acting in any law-enforcement, security, or school-related capacity.

**3. ASSUMPTION OF ALL COSTS AND CARE**

Transferee assumes **sole and exclusive responsibility** for all aspects of ownership, including but not limited to:

- Veterinary care (routine, emergency, chronic, end-of-life)
- Medications, food, boarding, grooming
- Training, containment, licensing, compliance with law, and boarding.

The district shall have **no financial obligation whatsoever**, now or in the future.

**4. RELEASE AND WAIVER OF CLAIMS**



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To the fullest extent permitted by Texas law, Transferee **releases and forever discharges** the District, its Board of Trustees, officers, employees, agents, officers, and volunteers from **any and all claims, demands, causes of action, damages, or liabilities** of any kind arising out of or related to:

- Ownership, possession, control, or behavior of the K-9
- Injury, death, property damage, or loss caused by or involving the K-9

This release applies regardless of theory of liability (including negligence) and **survives transfer**.

### **5. GOVERNMENTAL IMMUNITY PRESERVED**

Nothing in this Agreement shall be construed as a waiver of **sovereign or governmental immunity**, defenses, or protections provided under the **Texas Tort Claims Act (Chapter 101, Texas Civil Practice & Remedies Code)** or other applicable law. All such immunities are expressly preserved.

### **6. INDEMNIFICATION (EXPANDED)**

Transferee agrees to **defend, indemnify, and hold harmless** the District, its Board of Trustees, officers, employees, agents, officers, and volunteers from any and all claims, lawsuits, damages, costs, attorney's fees, or expenses arising from or related to the K-9 **after the effective date of transfer**, including third-party claims.

### **7. EUTHANASIA AND MEDICAL DECISION AUTHORITY**

All decisions regarding veterinary treatment, quality of life, and euthanasia of the K-9 shall rest **solely with the Transferee**. The district shall have **no decision-making role, duty, or liability** in such matters.

### **8. INSURANCE ACKNOWLEDGMENT**

Transferee acknowledges the district **does not provide insurance coverage** for the K-9 post-transfer and that any coverage maintained by Transferee is the Transferee's sole responsibility.



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**9. NO WARRANTIES**

The K-9 is transferred “**AS IS, WHERE IS,**” with no warranties, express or implied, including fitness or temperament.

**10. COMPENSATION**

Transferee will provide payment in the amount of one dollar (\$1.00) to District for the transfer sale completion of the public property K-9.

**11. GOVERNING LAW**

This Agreement shall be governed by the laws of the **State of Texas**, and venue shall lie exclusively in **Galveston County, Texas**.

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**TRANSFEEE:**

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**GALVESTON INDEPENDENT SCHOOL DISTRICT:**

Authorized Representative: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_