



# EDGEWATER POLICE DEPARTMENT

## K-9 RELEASE AGREEMENT

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This agreement is entered into between Samuel Epitropoulos, Exempt (recipient's address) and the **Edgewater Police Department**. The **Edgewater Police Department** presently has in its possession and is the sole owner of a certified canine named Nixon. The parties of this agreement in consideration of the mutual covenants and stipulations set out below agree as follows:

### Section 1

The **Edgewater Police Department** gives with all donative intent, one Male Belgian Malinois, Nixon, to Samuel Epitropoulos. In consideration for this gift, Samuel Epitropoulos agrees to accept Nixon and assumes all rights, liabilities and responsibilities of ownership including but not limited to the costs associated with the medical care, food and shelter for Nixon. Samuel Epitropoulos further agrees that he will not, under any circumstances, sell Nixon nor will he use Nixon or allow Nixon to be used in any law enforcement capacity nor will Nixon be used or allowed to be used by any law enforcement agency. Samuel Epitropoulos also in consideration of this gift, does hereby release and forever discharge the **Edgewater Police Department** of any and all suits, damages, judgments, executions, claims for personal injury, property damages or expenses in law or in equity that stem from acts or events involving the ownership of Nixon after the execution of this agreement. The parties of this agreement enter into this agreement freely and voluntarily.

### Section 2

This instrument contains the entire agreement between the parties. The **Edgewater Police Department** specifically acknowledges that no other statements, promises or inducements have been made by Samuel Epitropoulos that are not contained in this written agreement. Any other statements, promises or inducements made by anyone that are not contained in this written



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agreement are not valid or binding. This contract may not be enlarged, modified or altered except in writing by all the parties and endorsed on this agreement.

### Section 3

It is understood and agreed by the parties that if any part, term or provision of this contract is held by the courts to be illegal or in conflict with any law of the state of Florida, the validity of the remaining portions will not be affected and the rights and obligations of the parties will be construed as if the contract did not contain the particular part, term, or provision held to be invalid.

In witness whereof, (receiver) has executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at the **Edgewater Police Department**, 104 N. Riverside Drive, Edgewater, Florida.

\_\_\_\_\_  
Receiver

\_\_\_\_\_  
Agency Representative  
**Edgewater Police Department**

STATE OF FLORIDA  
COUNTY OF VOLUSIA

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public – State of Florida

Type, print or stamp Commissioned name of Notary Public \_\_\_\_\_

Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_

Type of identification produced: \_\_\_\_\_