

STATE OF: TEXAS

COUNT OF: BEXAR

**COVENANT NOT TO SUE WITH INDEMNITY AGREEMENT--LAW ENFORCEMENT AGENCY (LEA)**

KNOW ALL THESE PRESENT THAT

LEA Rep Name [ ] on behalf of LEA Name [ ]

(hereafter referred to as "RECIPIENT") accepts the following described military working dog(s) (hereafter referred to as "MWD") to wit

MWD Name: MILKA Tattoo No.: X417 Whelp Date: 02/20/2014  Male  Female

Breed: BELGIAN MALINOIS Program Eliminated from: 341 Military Working Dog Training School

MWD Name: n/a Tattoo No.: Whelp Date:  Male  Female

Breed: Program Eliminated from:

MWD Name: n/a Tattoo No.: Whelp Date:  Male  Female

Breed: Program Eliminated from:

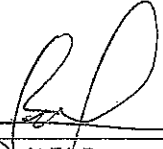
That the LEA RECIPIENT hereby stipulates and guarantees that the canine(s) provided under this agreement is (are) being acquired for use by for the purpose of **LAW ENFORCEMENT**. It is hereby agreed by both parties that the adoption of said canines is not being accomplished with the intent that said canines be resold by the LEA RECIPIENT to a third party. If the LEA RECIPIENT fails to comply with this provision and places the canine(s) provided under this agreement for sale, the LEA RECIPIENT shall reimburse 341 TRS for the full market replacement value of the canine(s) provided under this agreement at a rate set by 341 TRS. The 341 TRS reserves the right to pursue all available legal recourse should the LEA RECIPIENT be found to have procured the canines provided under this agreement under false pretenses.


LEA RECIPIENT, in consideration of the transfer of above referenced MWD(s), the receipt of which is hereby acknowledged, does hereby covenant and agree with the United States Government and the executors of administrators, will never institute or in any way aid in the institution of any suit, action at law, or make any claim against the United States Government, Department of Defense, or any employee or servant thereof, for or by reason of any damage, loss, or injury either to person or property or both or wrongful death, which may be caused directly or indirectly by the above described MWD, however and whenever the same may be caused.

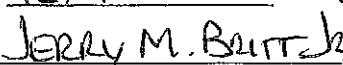
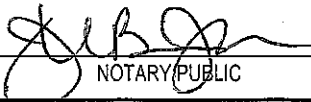
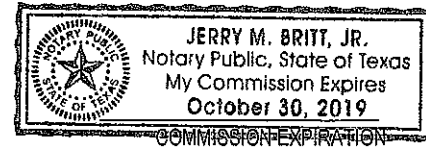
And in further consideration of the transfer of said MWD, LEA RECIPIENT hereby agrees to indemnify the United States Government, and Department of Defense and any and all services be employed by the Government and the Department of Defense, through its agents and representatives, that LEA RECIPIENT, or his heirs, assigns, executors of administrators, will never institute or in any way aid in the institution of any suit, action at law, or make any claim against the United States Government, Department of Defense, or any employee or servant thereof, for or by reason of any damage, loss, or injury either to person or property or both, which may be caused directly or indirectly by the above described dog, however and whenever the same may be caused.

And in further consideration of the transfer of said dog, LEA RECIPIENT hereby agrees to indemnify and waive any and all future action, both at law and equity, the United States Government, and Department of Defense, and any and all servants or employees thereof, against any and all claims for injury or damages, compensation or otherwise, which may arise at anytime whatsoever, and which are attributable directly or indirectly to the above described dog(s), or to any training given the above described dog(s) by the United States Government or Department of Defense, and to reimburse or make good any loss or damages or cost the United States Government, Department of Defense, or any servants or employees thereof may have to pay if litigation arises on account of any claims made by LEA RECIPIENT, its successors, or assigns, or by any other party, whatsoever, who may institute any type of claim against the United States Government and Department of Defense, or against any servant or employee thereof.

LEA RECIPIENT further makes the promise that the dog(s) will not be used for any illegal purpose, all in consideration of the transfer of the above described dog(s) to LEA RECIPIENT by the United States Government and the Department of Defense, through its agents or representatives' receipt of which is hereby acknowledged. In making this agreement, the LEA RECIPIENT acknowledges that the above mentioned dog(s) HAS (have) received Air Force Aggressiveness (Patrol) training, and having such knowledge, said owner, as a condition of being the LEA RECIPIENT of the dog, thus freely and voluntarily accepts all risks and consequences of the future conduct and acts of the dog(s).

  
Signature of LEA Representative, on behalf of  
Carlos Diaz Deputy Sheriff  
Webb County Sheriff's Office  
Name of LEA Representative and LEA  
902 Victoria St.  
Laredo, TX 78040  
Address of LEA  
956-523-4500  
Phone Number of LEA

  
Signature of DoD Representative  
Jerry M. Britt Jr.  
Signature Block of DoD Agent

STATE OF: TEXAS COUNTY OF: BEXAR  
Before me,  a Notary Public, personally appeared the above listed Adopter known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed on this  
11 day of AUGUST, 2016  
  
NOTARY PUBLIC  




**DEPARTMENT OF THE ARMY**  
 DOD MILITARY WORKING DOG VETERINARY SERVICE  
 LTC DANIEL E. HOLLAND MILITARY WORKING DOG HOSPITAL  
 1219 KNIGHT STREET, BLDG 7602  
 JOINT BASE SAN ANTONIO-LACKLAND, TEXAS 78236-5519

REPLY TO  
ATTENTION OF

MCVS-MWD (40-905)

11 AUG 16  
(Date)

MEMORANDUM FOR RECORD

SUBJECT: Certificate of Acclimation/Fitness for Travel

1. This certificate of acclimation/fitness for travel applies to the below listed animal for shipment by military and commercial airline traffic or for interstate transport by rail or road transport.
2. The undersigned hereby certifies that the animal in this shipment appears healthy for transport, and unless otherwise noted, must be maintained at a temperature within the animal's thermo neutral zone, as defined in Title 9, Code of Federal Regulations.

Acclimation/thermo neutral zone for this animal is (circle one):  
 Regulation IAW 9 CFR (45°-85° F) or as listed from 75 ° F to 85 ° F.

3. Military Working Dog Name MILKA and Tattoo number 4417.

FOR THE DIRECTOR:

(Signature and Signature Block of  
Certifying Veterinarian)

**VETERINARY HEALTH CERTIFICATE**

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. Section 3013, Secretary of the Army; 10 U.S.C. 5013, Secretary of the Navy; 10 U.S.C. 8013, Secretary of the Air Force; DoD Directive 6400.4, DoD Veterinary Services Program; AR 40-905, SECNAVIST 6401.1B, AFI 48-131, Veterinary Health Services; and E.O. 9397 (SSN).

PRINCIPAL PURPOSE(S): The personal information will facilitate and document your animal's general health and rabies vaccination status to permit interstate and international movement.

ROUTINE USE(S): Used by state, Federal, and international health authorities to request and record the ownership, identity, and vaccination status of the described animal. The information may also be used to aid in Federal, state, and local preventive health and communicable disease control programs; compile statistical data; conduct research; teach; and assist in law enforcement; to include investigations and litigation.

DISCLOSURE: Voluntary; however, if the requested information is not furnished, the animal may not be allowed interstate or international movement.

1. OWNER'S NAME (Last, First, Middle Initial)	2. TELEPHONE NUMBER (Include Area Code)
3. ADDRESS (Number, Street, City, State, ZIP Code)	

4. ANIMAL				
a. NAME/TATTOO <u>MILKA 4417</u>	b. SPECIES <u>CANINE</u>	c. SEX <u>Female</u>	d. AGE <u>2 YR(S) 6 MOS</u>	e. WEIGHT <u>62 #</u>
f. MICROCHIP NUMBER(S) <u>900 085 000 239 662</u> <u>642 096 006 534 463</u>	g. PREDOMINANT BREED <u>MAL</u>		h. COLOR(S) <u>Tan</u>	

5. RABIES IMMUNIZATION DATA				
a. PRODUCER (First 3 letters) <u>MER</u>	b. LOT NUMBER <u>18274</u>	c. VIRUS TYPE <u>KILLED</u>	d. DATE VACCINATED <u>3 Jun 16</u>	e. VACCINATION DURATION <u>3 YEAR(S)</u>

This is to certify that the above described animal has been examined by me on the date below and was found to be free of any apparent communicable disease. This animal appears healthy for transport, but needs to be maintained at a temperature within its thermal neutral zone. It is recommended that the ambient temperature of this animal's environment be maintained within the specifications of USDA Regulation 9 CFR. 3.18. To the best of my knowledge this animal has not been exposed to rabies and did not originate from a rabies quarantine area.

6. FACILITY ADDRESS (Street, City, State, ZIP Code)		7. VETERINARIAN	
<b>DOD MILITARY WORKING DOG VET SVCS</b> <b>1219 KNIGHT STREET, BLDG 7602</b> <b>LACKLAND AFB, TX 78236</b> <b>(210) 671-3991</b>		a. NAME Diane E. Collette, DVM, MPH MAJ US Army Veterinary Service Official Veterinarian, Accreditation #035983	b. LICENSE NUMBER <u>WV03207</u>
		c. SIGNATURE 	d. DATE (YYYYMMDD) <u>2016 08 11</u>