

## Liberty Foundation Adoption Agreement

### Parties:

Liberty Foundation Australia Limited (ACN 629494220; ABN 24629494220)  
(Liberty Foundation)

And

### Adopter

### Purpose of this Adoption Agreement

This Adoption Agreement sets out the terms under which Liberty Foundation will provide the Rescued Animal to the Adopter.

### Terms

In consideration of receiving the Rescued Animal from Liberty Foundation the Adopter agrees to be bound by the following terms:

#### A. DEFINITIONS

Adopter means the natural person, aged 18 years or over, receiving legal title of the Rescued Animal from Liberty Foundation upon proper execution of this Adoption Agreement.

Condition means a condition the Rescued Animal has, including, but not limited to, an illness, infection, disease, physical impairment, behavioural issue, mental disposition or other psychological temperament that may or may not require ongoing treatment.

Liberty Foundation means Liberty Foundation Australia Limited (ACN: 629494220; ABN: 24629494220), including its agents, officers and volunteers, being the party responsible for obtaining the Rescued Animal from a Research Establishment for the purpose of providing the Rescued Animal to the Adopter.

Research Establishment means the unnamed entity that the Rescued Animal originated from.

Rescued Animal means the animal being rehomed that Animal Liberty Foundation has obtained from the Research Establishment.

#### B. RISKS ASSOCIATED WITH BEING AN ADOPTER

1. The Adopter acknowledges that the Rescued Animal has been either bred for the purposes of scientific research and experimentation, subjected to experimental research procedures or protocols, or otherwise housed in a Research Establishment with other animals.
2. The Adopter acknowledges that there is a risk inherent in adopting a Rescued Animal that the Rescued Animal has a Condition that is not otherwise disclosed in this Adoption Agreement.
3. Liberty Foundation:
  - a. cannot disclose to the Adopter information concerning any identifying particulars of the Research Establishment, nor details of the particular experimental research procedures or protocols the Rescued Animal has been subjected to by the Research Establishment; and
  - b. may not be aware of any or all Conditions the Rescued Animal has, by virtue of non-disclosure by the Research Establishment or otherwise by virtue of a failure to detect the Condition by the Research Establishment and/or Liberty Foundation.
4. Liberty Foundation is unable to make any guarantees with respect to a previous, current and future Condition experienced or potentially to be experienced by the Rescued Animal.

### **C. INFORMATION RELIED UPON IN THIS AGREEMENT**

5. The Adopter agrees that the information provided by the Adopter to Liberty Foundation including, but not limited to, details of the Adopter's circumstances and photos of the Adopter's Site, is correct and accurate as at the date of this Adoption Agreement.
6. The Adopter agrees that it has not withheld or neglected to provide relevant information concerning the Adopter's circumstances and site to Liberty Foundation for the purposes of this Adoption Agreement.

### **D. ADOPTER'S OBLIGATIONS**

7. The Adopter agrees that the Rescued Animal will only be used as a companion animal. This means that the Adopter will not cause or allow the Rescued Animal to be culled, surrendered, given away, sold, bred from, used for medical/veterinary purposes, used for experimental purposes or used for any other business purpose.
8. The Adopter agrees to keep the Rescued Animal until the end of its natural life, unless the Rescued Animal develops a Condition whereby euthanasia is the kindest and most humane option.
9. The Adopter will provide, at their own expense, proper and sufficient food, water, shelter, kind treatment and proper medical care for the Rescued Animal at all times.
10. The Adopter will provide proper protection for the Rescued Animal from predators (e.g. cats, wild animals).
11. The Adopter agrees that the Adopter will not engage in any media or fundraising activity under the Liberty Foundation name or branding or distribute content including Rescued Animals obtained from Liberty Foundation where the origin of the Rescued Animal would be cognisable.
12. The Adopter agrees that Liberty Foundation may take photographs and video footage and use it for the purposes of marketing and promotion of Liberty Foundation. This may include printed and digital marketing, including the use of your image on social media platforms.
13. The Adopter agrees for their personal contact information to be added to the Liberty Foundation database and agree to be contacted by email with regular updates on the activities of Liberty Foundation.
14. The Adopter guarantees as part of this Agreement that they have not currently or previously been charged with, or convicted of, animal cruelty/abuse or with misconduct in a business that is involved in the care of animals.

### **E. RETURNING THE RESCUED ANIMAL TO LIBERTY FOUNDATION**

15. The Adopter agrees that if the Adopter's circumstances change and the Adopter feels at any time that they can no longer appropriately care for the Rescued Animal, the Adopter will surrender the Rescued Animal to Liberty Foundation and/or contact Liberty Foundation on 0404088501 for collection.
16. The Adopter agrees that if the Adopter wishes to surrender the Rescued Animal back to Liberty Foundation, the Adopter will not be reimbursed for the adoption fee paid.
17. In the event that the Adopter does not comply with a provision of this Adoption Agreement at any time prior to or following the execution of this Adoption Agreement, including by treating the Rescued Animal contrary to the Adopter's Obligations in Section D, this will constitute a breach of the Adoption Agreement and the Adopter agrees to surrender the Rescued Animal to Liberty Foundation. The Adopter agrees to transfer legal title of the Rescued Animal from the Adopter to Liberty Foundation when the Adopter surrenders the Rescued Animal to Liberty Foundation.