**ANIMAL PROCUREMENT AGREEMENT**

**including**

**WAIVER AND RELEASE OF CLAIMS**

Animal Species: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other Identifying Information: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Check one: □ Whole Animal □ Animal Tissue

Protocol No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Organization Procuring

Animals (hereinafter, “Procurer”) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Procurer Address and Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Purpose of Procurement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Procurer wish to procure the Animal(s) described above from the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee (“UWM”). UWM is willing to provide the Animal(s) to Procurer because of the representations and promises in this Agreement, and the Procurer agrees to each of the following terms and conditions:

1. **Reason for Procurement**. Procurer voluntarily wishes to procure the Animal(s) for the reason stated above. Procurer assumes ownership and full responsibility for the care and control of the Animal(s). Procurer will not sell the Animal(s) or otherwise transfer the Animal(s) to a third party. Procurer agrees to comply with all applicable laws and regulations governing the use of the Animal(s).

1. If the Animal(s) is alive, the Procurer agrees that it will not release it/them into the wild. Procurer represents and agrees that it is knowledgeable regarding and will provide the appropriate care and environment for the Animal(s).

1. If the Animal(s) is dead, the Procurer agrees that it will dispose of the Animal(s) appropriately following its use for the above purpose. Procurer represents and agrees that it is knowledgeable regarding and will provide appropriate handling, storage and disposal of the Animal(s).

2. **Acceptance of Animal**. Procurer confirms that Procurer has examined the Animal(s) and accepts the Animal(s) in their present condition. Despite the fact that the UWM veterinarian may have examined the Animal(s) and may have provided a health certificate, the Procurer is not relying on UWM’s examination in accepting the Animal(s), but rather is relying only on Procurer’s own inspection. If the Animal(s) is not in good health at the time of transfer, Procurer accepts that. **UWM makes no representations or warranties of any kind concerning the Animal(s)**.

3. **Assumption of Risk**. Procurer acknowledges and agrees that owning, possessing, caring for, using, handling, storing and disposing of any animal, including the Animal(s) which may have been subject to research, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Procurer acknowledges that there is no way to write a complete list of all possible risks, but that such risks include but are not limited to unpredictable behavior; injury to people, other animals or property; and that the Animal(s) may carry or be infected with organisms, bacteria or protozoa, which can cause problems in humans. Even though Procurer has been informed of the above risks, Procurer agrees to assume all risks of owning, possessing, caring for, using, handling, storing, and disposing of the Animal(s), including the risk of harm to third parties.

4. **Waiver and Release of Claims**. Procurer, for itself, its successors and assigns, hereby waives and releases UWM, its officers, employees, agents and volunteers from any and all claims, demands, actions, or causes of action of any sort on account of any loss or expense, damage to personal property, personal injury, or death which may result from the Procurer’s procurement of the Animal(s). This release includes claims based on the negligence, but expressly does not include claims based on intentional misconduct or recklessness. **Procurer understands that by agreeing to this clause Procurer is releasing claims and giving up substantial rights, including the right to sue**.

5. **Indemnification and Hold Harmless**. Procurer agrees to hold UWM, its officers, employees, agents and volunteers harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys fees, brought as a result of Procurer’s ownership, possession, control, use or disposal of the Animal(s).

6. **Severability**. The waivers, releases, assumptions and indemnities above are intended to be as broad as possible. If any portion of these provisions is determined to be invalid for any reason, the provision will be interpreted to the fullest extent valid, and the rest of the terms of this Agreement will remain in full force and effect.

7. **Acknowledgment**. The undersigned has read this Agreement and fully understands its terms. If the undersigned has any questions about the effect of this Agreement, the undersigned has had an opportunity to consult with a lawyer before signing this document. The undersigned has authority to bind Procurer and intends this Agreement to be binding on the Procurer.

**On behalf of Procurer**

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

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_