

ISMAIL MOOSA
Name
(Identity Number: 8508196123081)
("The Owner")

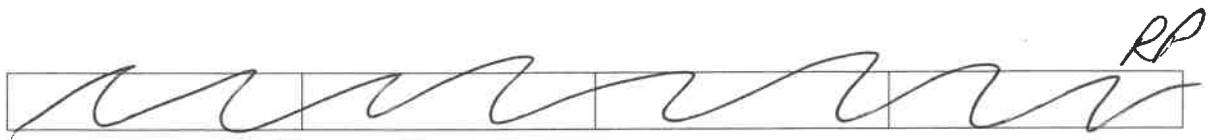
and

The Cape of Good Hope Society for the Prevention of Cruelty to Animals
("The SPCA")

RELEASE AGREEMENT

I, ISMAIL MOOSA, identified by Identity Number **8508196123081**, hereby acknowledge and affirm that I am the lawful owner of the animal/s seized by the SPCA pursuant to the provisions of the Animals Protection Act 71 of 1962 (together with Regulation 468) on 17 JULY 2025 from 22 DOLOMITES STREET, TAFELSIG, MITCHELLS PLAIN. The said animal/s are listed below and have since been admitted into the care of the SPCA under the respective Admission numbers:

Admin number	Species	Breed	Sex
A 55460	PITBUL	DOG	FEMALE
A 55459	PITBUL	DOG	MALE
A 55461	TERRIER X	DOG	FEMALE
A 55462	TERRIER X	DOG	FEMALE
A 55464	TERRIER X	DOG	FEMALE
A 55468	TERRIER X	DOG	FEMALE
A 55466	TERRIER X	DOG	MALE
A 55469	TERRIER X	DOG	FEMALE
A 55463	TERRIER X	DOG	MALE
A 55467	TERRIER X	DOG	MALE
A 55465	TERRIER X	DOG	MALE



In consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Surrender of Ownership Rights

- a. The Owner hereby irrevocably surrenders, relinquishes, and transfers all ownership rights of the following animals to the Cape of Good Hope SPCA, and grants the SPCA full authority to deal with the animals in accordance with the SPCA Act 169 of 1993:

Admin number	Species	Breed	Sex
A 55461	DOG	TERRIER X	FEMALE
A 55462	DOG	TERRIER X	FEMALE
A 55463	DOG	TERRIER X	MALE
A 55464	DOG	TERRIER X	FEMALE
A 55465	DOG	TERRIER X	MALE
A 55466	DOG	TERRIER X	MALE
A 55467	DOG	TERRIER X	MALE
A 55468	DOG	TERRIER X	FEMALE
A 55469	DOG	TERRIER X	FEMALE

- b. The Owner acknowledges and agrees that neither the SPCA nor its officers and employees shall incur any obligation to the Owner concerning the disposition of the said animals.

2. Conditions for Return of Animals

- a. The Owner acknowledges that the animals identified below will be returned to the Owner's care, subject to the following conditions:

Admin number	Species	Breed	Sex
A 55459	Dog	Pit Bull	Male
A 55460	Dog	Pit Bull	Female

Return Conditions:

- i. The Owner shall maintain their property in a clean and hygienic manner by removing all rubble and debris **by no later than Friday, 01 August 2025**. Failure to comply will result in the dogs being forfeited to the SPCA and I will have no claim whatsoever.
- ii. The animal/s shall be sterilised by the SPCA prior to release.
- iii. The Owner shall ensure that the animal/s are kept in conditions compliant with the Animals Protection Act 71 of 1962, particularly Section 2 and its subsections, including but not limited to:

iv. The dogs may not be kept caged or chained;
v. Their living area must be cleaned daily;
vi. The living area of both dogs must be enlarged and secured to avoid having to chain the dogs;

- b. The Owner consents to the SPCA sterilising the animal/s. I understand that sterilisation is a surgery to make my animal unable to produce offspring. I further confirm that I will not hold the SPCA or its officials liable for sterilising/neutering my animal and or any complications resulting thereof, and I

authorise the use of anaesthetics and other medications, as deemed necessary by the attending veterinarian.

- c. The Owner consents to the SPCA microchipping the animal/s for identification purposes.
- d. An Inspector of the SPCA shall be granted permission to inspect the animals at the Owner's premises at any reasonable time to ensure their welfare and compliance with the Animals Protection Act 71 of 1962.
- e. That the owner shall not be afforded a second opportunity to ventilate this issue nor be entitled to any opportunity to negotiate the return of any animals should a second seizure become necessary, and shall, as a direct result thereof, be charged criminally in the instance that an inspection conducted reveals any deviation from the above conditions.

3. Finality of SPCA's Decisions

The Owner acknowledges and agrees that should he/she fail to comply with anything provision in this agreement that any decision made by an officer of the SPCA regarding the welfare or disposition of the animal/s shall be final and binding.

4. Waiver of Rights

The Owner hereby waives any and all rights, claims, and demands against the SPCA arising out of or in connection with the ownership or custody of the animals so surrendered, subject to this agreement.

~~5. Costs Associated with the Enforcement of this Agreement~~ RP

The Owner agrees to bear all costs incurred in connection with the enforcement of this agreement, including but not limited to legal fees and veterinary expenses. *RP*

6. Criminal Offences

The Owner understands that offences under the Animals Protection Act 71 of 1962 are criminal in nature. The SPCA reserves the right to prosecute or cause to be prosecuted any offence in relation to this contract, notwithstanding any other powers afforded to them by the Act. The Owner further understands that this matter may be referred to the criminal court should the Owner be suspected, on reasonable grounds, of having committed any offence in relation to the Act.

The parties have executed this agreement as of 28 / 07 / 2025 at CoGH SPCA.

Owner's Signature: *[Signature]*

Printed Name: JOMAIL MOOSA

Date: 28/07/2025

For the Cape of Good Hope Society for the Prevention of Cruelty to Animals:

Authorized Representative's Signature: *[Signature]*

Printed Name: Rudolph Philander

Date: 28 July 2025