



Central Kentucky Riding for Hope Equine Rehoming Agreement

General Information:

Animal's Name: _____

Color and Description: _____

Sex: _____ Age: _____ Chip Registration Number: _____

Breed Org. and Registration Number: _____

Boarding Facility: _____

Adopter's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Driver's License Number: _____

Email: _____

Rehoming Agreement:

Central Kentucky Riding for Hope and the Adopter wish to enter into this agreement to provide the adopted animal with a suitable forever home.

The Adopter agrees that in the event that he or she finds a suitable alternative home for the animal, he or she will contact Central Kentucky Riding for Hope with the name, address and phone number of the proposed new adopter. Any proposed new adopter will be required to contact Central Kentucky Riding for Hope and obtain approval from Central Kentucky Riding for Hope in writing before adopting the animal. **Under no circumstances shall the adopter transfer permanent custody, ownership or possession of the animal to any third-party person or entity, including family or friends or any agency, without the approval and express written consent of Central Kentucky Riding for Hope.**

The Adopter agrees that the terms of the agreement are binding on any future adopter or any third-party person or entity taking possession of the equine and that any future adopter or any third-party person or entity taking possession of the equine must re-sign an agreement with Central Kentucky Riding for Hope prior to the equine being placed into the possession of any future adopter or any third-party person or entity.

Fee. There is no fee for the rehoming of a Central Kentucky Riding for Hope animal.

Title. Central Kentucky Riding for Hope transfers ownership of the adopted animal to the Adopter. The Adopter agrees not to sell, lease, loan, or transfer ownership of the adopted animal to anyone other than Central Kentucky Riding for Hope without Central Kentucky Riding for Hope' written approval.

Reversion of Title. The Adopter agrees that the title to the adopted animal shall automatically revert to Central Kentucky Riding for Hope if Central Kentucky Riding for Hope makes a determination that:

- The Adopter is not adequately caring for the animal or
- There is a breach of this agreement, including without limitation by virtue of Adopter failing to perform any obligations hereunder or by Adopter breaching any representation or warranty hereunder or
- Information on the adoption application was false or
- Violation by Adopter of any federal, state, or local law, regulation, or ordinance (civil or criminal) relating to the care and welfare of animals
- The Adopter voluntarily surrendered possession of the adopted animal to Central Kentucky Riding for Hope

The Adopter agrees that a copy of this agreement, along with a copy of Central Kentucky Riding for Hope's declaration that title has reverted to Central Kentucky Riding for Hope, is proof of title transfer back to Central Kentucky Riding for Hope, and CKRH shall have the right to immediately enter onto whatever premises the animal is located to retrieve the animal.

Veterinary Care. The Adopter agrees to provide the animal with the necessary vaccinations as advised by his or her veterinarian. The Adopter agrees to obtain immediate veterinary care should the animal become sick or injured, and to take full financial responsibility for any veterinary expenses. In addition to, and without limiting the foregoing, the Adopter on behalf of himself/herself/itself, agrees to have the animal examined by a veterinarian twice during the first 12 months following adoption: once being six months from the date of adoption and the second being one year from the date of adoption. Adopter agrees to submit said veterinarian reports to CKRH within one week of the inspections. Further, Adopter agrees in advance that CKRH shall have the right to obtain all veterinary records relating to the Animal directly from any veterinarian treating the animal, and the execution of this form shall serve as a release to the applicable veterinarian authorizing the delivery to CKRH of all such records and information.

Care of the Animal. The Adopter agrees to care for the animal for his/her entire lifetime. Care for the animal is at the Adopter's sole expense. This care includes, but is not limited to, the following:

- Providing quality food, including minerals, vitamins, salt block, and fresh, unfrozen water.
- Providing overhead shelter from snow, rain, wind, and sun. The shelter can be natural or man-made.
- Providing care for any special needs the animal has or develops.
- Providing proper medical and health care to the animal, including, but not limited to, the following:
 - Proper veterinary treatment for injuries and illness
 - Annual vaccinations
 - Following a regular deworming schedule
 - Proper hoof care
 - Annual dental care

Breeding. The Adopter agrees not to breed the adopted animal.

Auction/Slaughter. The adopter agrees that any individual or organization (including themselves) in possession of the equine as of the date of the agreement and any time thereafter is bound to not sell the equine at auction for slaughter or allow the equine to be sold, transferred, released, or otherwise placed into possession of any person or organization that will cause or allow the equine to be sold at auction for slaughter.

No Representations. The Adopter understands that Central Kentucky Riding for Hope does not guarantee the health, temperament, training or suitability of the above described animal. The animal is adopted “as is” from Central Kentucky Riding for Hope, with no warranty expressed or implied, including as to temperament or suitability for riding. The Adopter agrees that he/she is adopting the animal to rescue him/her, and not for commercial value.

The Adopter agrees not to work or use the animal beyond the animal’s abilities.

Seizure and Impoundment of the Animal. If the animal shall, for any reason, be seized or taken by federal, state, or local law enforcement, animal control, or similar agency, the Adopter will immediately contact Central Kentucky Riding for Hope by phone or email and inform Central Kentucky Riding for Hope directly that the animal has been picked up and impounded and the animal’s location. The Adopter shall also inform the authorities holding the animal that the animal is under the ultimate ownership of Central Kentucky Riding for Hope and is microchipped, provide contact information for Central Kentucky Riding for Hope to the authorities, and request that the authorities contact Central Kentucky Riding for Hope immediately.

Release. The Adopter, and for his/her spouse, heirs, executors, personal representatives and assigns, agrees never to bring a claim or suit against Central Kentucky Riding for Hope Animal Society. The Adopter releases Central Kentucky Riding for Hope and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from the adoption or behavior or actions of the animal.

The Adopter understands that this agreement discharges Central Kentucky Riding for Hope and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to the Adopter and his/her spouse, heirs, executors, and assigns, with respect to bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss that may result from the adoption or behavior or activities of the animal. The Adopter releases Central Kentucky Riding for Hope and discharges Central Kentucky Riding for Hope and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for Central Kentucky Riding for Hope's own negligence or liability that may result in bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss to the Adopter.

WAIVER/RELEASE AND INDEMNIFICATION

WARNING

UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OF PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES.

The Adopter hereby acknowledges that Farm Animal Activities, as defined under Kentucky's Farm Animal Activity Liability Act, are inherently dangerous and further specifically acknowledges and agree that while participating in Farm Animal Activities, there is a substantial risk of injury (including death) and fully and knowingly understands, accepts and assumes any and all such risks.

By signing below, in consideration of accepting ownership of the animal, Adopter, on behalf of himself/herself and on behalf of his/her heirs, next of kin, dependents, representatives, executors, administrators, successors or assigns (collectively, "Adopter Parties") hereby covenants not to sue and releases, indemnifies and holds harmless CKRH and CKRH's respective members, officers, agents, directors, attorneys, consultants, affiliates, representatives, employees and all other persons acting on behalf of CKRH (collectively, "CKRH Parties"), from and against any and all liability, claims, damages, suits, causes of action, whether caused by CKRH's negligence (ordinary or gross) or otherwise, and whether based in law or equity, and including, without limitation, any claim for punitive or exemplary damages, responsibility and/or expense (including reasonable attorneys' fees) for any bodily injury to, death of, or damage to Adopter, Adopter's property, any horse or any other property or person, that may occur as a result of the ownership, possession and use of the animal. Adopter is willing and able and hereby accepts and assumes full responsibility for Adopter's own safety and welfare in connection with the animal, including, but not limited to, full responsibility for and risk of bodily injury, death or property damage.

Participant acknowledges and agrees that this Release shall be construed and enforced in accordance with, and governed by the laws of, the Commonwealth of Kentucky without reference to the laws of conflicts; and that jurisdiction for any and all disputes, claims, causes of action, suits, litigation arising by reason of acceptance, ownership, possession or use of the animal shall be with the courts of the Commonwealth of Kentucky sitting in Fayette County, Kentucky or the United States District Court for the Eastern District of Kentucky, Central Division at Lexington. If any provision of this Release or the application of this Release is held invalid, the invalidity shall not affect other provisions or applications of the Release which can be given effect without the invalid provisions or applications; and to this end, the provisions of this Release are declared to be severable.

The Adopter, and his/her spouse, heirs, executors, personal representatives, and assigns, agrees to indemnify and hold CKRH harmless for all bodily injury, personal injury, illness, amputation, scarring, death, property damage, or other losses, including attorney's fees and costs of litigation, that result to anyone else or any other entity because of the acts or omissions of Adopter, including as to the Adopter's use, possession or ownership of the animal, and the Adopter's negligence. This includes lone acts or omissions by the Adopter as well as the combined acts of the Adopter with others.

Participant has carefully read and voluntarily signs this release and indemnification provision, and acknowledges that no oral representations, statements or inducements relating thereto have been made by CKRH or its respective employees.

Change of Address. In the event that the Adopter moves, he or she agrees to contact Central Kentucky Riding for Hope with a change of address information, so that all records can be updated.

This agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky. Any disputes under this agreement will be resolved in Kentucky. All disputes under this agreement will be settled by binding arbitration.

The Adopter agrees that he/she is legally competent to enter into this agreement, and this Agreement is binding upon the heirs, assigns, successors, personal representatives and executors of both parties.

Signature of Adopter: _____ Date: _____

Representative of CKRH: _____ Date: _____