

# DREAM CATCHER of L.A. ADOPTION AGREEMENT

This EQUINE ADOPTION AGREEMENT ("Agreement"), is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("Effective Date"), by and between \_\_\_\_\_("Adopter"), DREAM CATCHER of LOS ANGELES ("Owner");

Agreement is made for the Equine known as \_\_\_\_\_("Equine"), whose photo is attached hereto.

Age: \_\_\_\_\_ Color: \_\_\_\_\_ Sex: \_\_\_\_\_

WHEREAS, Owner is a non-profit entity that provides Equine Assisted Activities and Therapies (EAAT) services using equines that been donated or sold to Owner for that purpose;

WHEREAS, Owner has determined that Equine no longer is able to function as an EAAT therapy horse;

WHEREAS, Owner has observed Adopter with \_\_\_\_\_ at Owner's facility, and has conducted a site visit to Adopter's facility;

WHEREAS, Adopter has applied for and been approved to adopt \_\_\_\_\_ from Owner;

NOW, THEREFORE, the parties agree to the following:

## ADOPTION

1. Unless terminated earlier by written agreement of the parties, this Agreement shall remain in effect from the Effective Date until Equine is no longer at adopter's facility, or until the equine's death;
2. All fees and expenses associated with this adoption, including transportation and veterinarian fees, are the sole responsibility of Adopter, and Owner is not liable for reimbursement of any such fees or expenses;
3. Adopter acknowledges that adoption of Equine is contingent upon Adopter fulfilling all obligations, terms and conditions of this Adoption Agreement, and any breach of the Adoption Agreement requires the immediate return of said Equine to Owner, at Adopter's sole expense;
4. Adopter may sell or give away Equine only upon prior written approval of Owner.. If at any time Adopter decides to sell or donate Equine, Adopter agrees that it shall provide at least 14 days written notice to Owner of such decision, and that during those 14 days Owner shall have the exclusive right to purchase or re-possess Equine;
5. Adopter acknowledges that an opportunity to inspect Equine, including the use of a qualified veterinarian, has been offered and/or conducted and Adopter is satisfied with Equine's condition;
6. Adopter shall comply with the Standard of Care attached to this Agreement and incorporated by reference. Owner reserves the right to remove Equine from Adopter at any time, without notice, if

Owner determines, in its sole judgment, that Adopter has failed to comply with the Standard of Care and thus is endangering the life of Equine;

7. Adopter shall comply in a timely manner with Owner's reasonable requests for information about Equine;

8. Adopter understands and agrees that it is assuming ownership of Equine subject to the limitations specified herein, and assumes any and all risks of injury, death or damage to Equine, other equines, persons or property, whether those risks are known or unknown, that occur once Equine has left Owner's premises. Adopter agrees to forever release Owner, its officers, directors, employees, agents, volunteers, successors, predecessors, transferees, assignees, attorneys, insurers and/or personal representatives, from any and all actions, claims or demands that Adopter, Adopter's heirs, distributees, guardians, next of kin, spouse of legal representatives now have, or may have in the future, for injury, illness or other damages of any sort in any way related to the adoption of Equine;

9. Adopter further agrees to indemnify and hold harmless Owner, including its officers, directors, employees, agents, volunteers, successors, predecessors, transferees, assignees, attorneys, insurers and/or personal representatives, for any and all injuries, illnesses, or other damages of any sort in any way related to said adoption of Equine;

10. Owner shall make every effort to disclose the history of Equine to the best of its ability, and to provide Equine's medical records to Adopter. Adopter acknowledges that in some circumstances Owner may have little or no knowledge about Equine's prior life or training. **Owner does not make any guarantees or representations regarding Equine's health, temperament or training.** Adopter acknowledges that it was given the opportunity to evaluate Equine personally and to have Equine evaluated by a third party, including a veterinarian;

11. This Agreement, and any dispute arising from the relationship between the parties to this Agreement shall be governed by California law;

12. In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred;

13. This Agreement may be supplemented, amended, or modified only by the mutual written agreement signed by both parties;

14. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement;

15. If any term or provision of this Agreement is determined by a court with jurisdiction over the

parties to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provision(s) or part(s) thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

16. No waiver, breach, failure of any condition, or any right or remedy contained in or granted by this Agreement shall be effective unless it is in writing signed by the party waiving the breach, failure, right or remedy.

17. Default. (a) Right of Removal. Upon material breach of this Agreement, Owner reserves the right to immediately remove Equine without incurring any responsibility to Adopter; (b) Right to collect fees and costs. This Agreement is terminated upon a breach of any material term and Owner has the right to collect all reasonable fees and costs, including attorney fees, from the breaching party.

**STANDARD OF CARE**

1. Equine shall, at all times, have a clean, safe shelter, sufficient high quality hay, concentrated feed (when needed), free choice water and mineral access, routine farrier trims (as needed), access to vet care (routine and as needed), routine worming and vaccinations, safe turn-out areas, and sufficient room for exercise. Adopter shall not withhold any medical or dental care for any reason. Adopter shall always have an equine dentist, veterinarian or farrier made available to Equine as needed.

2. Adopter shall treat Equine with kindness at all times.

3. Parties acknowledge that Equine is adopted “as is” and “with all faults.”

**This Agreement must be signed by both parties and received by Owner on or before the day that an adoptive equine is picked up for transportation to Adopter.**

**Adopter:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

**Owner:**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**