



ADOPTION AGREEMENT

Adopter Name: _____

Phone: _____ Email: _____

Name of "Equine" to be adopted: _____

This agreement is made on this _____ day of _____, 20_____

By and between _____, hereinafter referred to as "Adopter" and Win Place Home, Inc. hereinafter referred to as "Organization."

Adopter agrees to donate \$_____.

TERMS

1. This contract relinquishes/transfers ownership from Organization to Adopter. Adopter understands and agrees that Equine identified in this contract may not be sold, given away, lent, leased, sold for slaughter, removed from Adopter's personal supervision and control or removed from the address described herein, except for emergencies, shows, trail rides and other temporary situations without written approval of the Organization. Should Equine not be at the location as stated herein upon inspection by the Organization representative, Adopter will immediately relinquish any rights or interest Adopter may have in Equine.
2. Adopter agrees to meet the Organization's standards of care for Equine such as, but not limited to, maintaining good nutritional health, vet care, vaccinations, worming, dental care and hoof care.
3. Should the Adopter decide that the Equine is no longer wanted for any reason, Adopter understands that the Organization will take back the equine and attempt to place it with another adopter with no refund of donation. Adopter may return Equine to Organization or Adopter may arrange for Equine's return to Organization by an authorized representative of Organization if Adopter so desires at anytime during Equine's life. In the event of the Adopter's death, and if Adopter's heirs are unable to maintain Equine, Adopter's heirs must return Equine to the Organization as provided for herein.
4. Equine shall never be raced or sold in an auction under any circumstances.

5. Adopter accepts the equine in its current condition "as is." Organization makes no representation as to the Equine's behavior or temperament and does not warrant or guarantee the condition, soundness, temperament, or training of the Equine. Adopter acknowledges that the Equine is a former race horse, and may have recently finished a racing career. Adopter understands and acknowledges that being in the presence of horses and any and all activities involving horses are inherently dangerous.
6. Adopter agrees that an authorized representative of the Organization may enter the property where Equine resides during normal business hours and with sufficient notice to determine if all conditions of this adoption contract are being complied with completely. Adopter understands that violation of any terms found in this agreement, identified and in the judgement of at least two members of the Board of Directors of the Organization such violations represent a danger to the health and welfare of Equine, Adopter hereby authorizes a representative of Organization to enter the property at an arranged time without warrant upon the land where Equine resides and take immediate physical possession of Equine without recourse from Adopter.
7. Adopter accepts all responsibility for any action or lien resulting from any action or inaction, directly or indirectly involving Equine at all times.
8. Adopter acknowledges Organization, its employees, agents or assignees cannot be held liable for any damages or injury caused to Adopter or any third person by the Equine as of the date on this document. Such situations include, but are not limited to, damages or injuries caused by the fact that Equine does not behave or perform in a manner Adopter expected. Further, if any third party makes a claim against Organization, its employees, agents or assignees as a result of any conduct of Equine after Adopter has taken possession of the Equine, Adopter agrees to indemnify and hold harmless the Organization, its employees, agents or assignees from any such claims, including all costs and any legal and or attorney fees resulting from such claim.
9. Adopter agrees never to breed Equine at any time, for any reason. If Equine is bred, any resulting offspring of Equine automatically become the property of Organization and must be relinquished to Organization once such offspring is/are old enough to be weaned.
10. Adopter represents that they have read and agree with all statements and agree to be bound by all conditions contained herein. No changes are accepted without signed approval of both parties.

Adopter Signature: _____ Date: _____

This contract is hereby accepted on behalf of Organization by:

WPH Agent Signature: _____ Date: _____