

## HANDS & HEARTS FOR HORSES, INC. ADOPTION AGREEMENT

This Adoption Agreement is made and entered into as of the last date listed below, by and between Hands & Hearts for Horses, Inc. (hereinafter "HHH") and the person signing below (hereinafter "Adopter")

For valuable consideration as hereinafter described, the parties agree as follows:

1. **Adopted Horse.** Adopter hereby adopts the horse identified in this Paragraph subject to all the terms and conditions of this Agreement.

Horse Name: \_\_\_\_\_ Tattoo/Registration Number: \_\_\_\_\_

**Adoption Fee.** Adopter shall pay HHH no adoption fee in association with the adoption outlined in this Agreement.

2. **Title, Liability and Risk of Loss.** Title, Risk of Loss and Liability with respect to the Adopted Horse shall pass to the Adopter upon receiving physical possession of the Adopted Horse at the premises of HHH and upon accepting possession thereof, or through its transportation agent. Adopter does hereby indemnify and hold harmless HHH with respect to all claims whatsoever related to the Adopted Horse, including, but not limited to, its reasonable attorneys fees incurred in connection with the response to or defense of, any such claim. Adopter shall be solely responsible for transportation and costs thereof for removal of the Adopted Horse from HHH's premises.
3. **Trial Period, Limited Right of Return.** Adopter shall be granted a period of fourteen (14) days following the receipt of physical possession of the Adopted Horse by the Adopter to determine suitability of the Adopted Horse ("Trial Period"). Adopter has the option to request a Trial Period extension to a total of thirty (30) days per approval by HHH. If the Adopted Horse is unsuitable to the Adopter for any reason the Adopter may return the Adopted Horse to HHH as follows:
  - (i) Notice of the intent to return the Adopted Horse must be received in writing by HHH within the Trial Period.
  - (ii) If Adopter elects to return the Adopted Horse, Adopter shall be solely responsible for arranging and paying for all transportation costs incurred for return of the Adopted Horse to HHH.
  - (iii) HHH will notify the Adopter once there is a space available for the Adopted Horse to be returned. Under no circumstances shall an Adopted Horse be dropped off without notice/prior approval of HHH.
4. **Reporting/Inspection Term of Agreement.** The parties hereby agree that the ("Probation Period") for purposes of Adopter Reports and Inspection, the inspection and reporting term shall be for a period of 90 days from the date of the execution of this Agreement. During the Probation Period of this Agreement Adopter agrees:
  - (i) Adopter expressly authorizes HHH representative to inspect the Adopted Horse at any time, at any location, including but not limited to any private stable location.
5. **Prohibited Acts/Sale of Horse.** Adopter expressly agrees that the Adopted Horse shall not be offered for sale at public auction or be sold directly or indirectly for the purpose of slaughter. Adopter shall NOT have the right to sell the Adopted Horse to a third party except under these conditions:
  - (i) Written notice of proposed sale is immediately provided to HHH which contains the terms and conditions of a bonafide third party offer ("Offer") and HHH shall have the right, but not the obligation, to purchase the Horse at the same price as the Offer ("Right of First Refusal").
  - (ii) HHH upon receiving the above notice declines its Right of First Refusal.
6. **Warranties and Disclaimers.** HHH hereby warrants and represents that it is the owner of the Adopted Horse and has full right and title thereto for purposes of entering into the terms of this Agreement. Adopter warrants and represent that all information contained in the Adoption Contract is true, correct and complete. HHH MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ADOPTED HORSE, OR ANY OTHER EVENT, COVENANT, CONDITION OR OCCURRENCE, INCLUDING WITHOUT LIMITATION, THE TEMPERMENT OR SUITABILITY OF THE ADOPTED HORSE FOR RIDING. ALL

SUCH WARRANTIES BEING SPECIFICALLY DISCLAIMED. ADOPTER THEREFORE ACCEPTS THE ADOPTED HORSE ON AN "AS IS" AND "WITH ALL FAULTS" BASIS. ADOPTER ACKNOWLEDGES THAT HHH MADE NO ORAL REPRESENTATIONS OR WARRANTIES.

(i) See attached medical history of Adopted Horse.

**WARNING**

**UNDER GEORGIA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. PURSUANT TO CHAPTER 12 OF TITLE 4 OF THE OFFICAL CODE OF GEORGIA ANNOTATED.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date below written:

HANDS & HEARTS FOR HORSES, INC.

\_\_\_\_\_  
Kylie Carpenter, Equine Manager & Instructor

Date \_\_\_\_\_

"ADOPTER"

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

Print Name: \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

"ADOPTED HORSE"

Name: \_\_\_\_\_ Tattoo/Registration Number: \_\_\_\_\_

Color/Markings: \_\_\_\_\_

Sex: \_\_\_\_\_ DOB/Age: \_\_\_\_\_