



Thursday, January 18, 2024

## Thank you for choosing to adopt!

Every horse deserves a great home & every adopter deserves a great match.

**Age** 9

### Home Address:

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**City, State, Zip:** Nullam orci pede, venenatis non, sodales sed, tincidunt eu, felis.

**Contact Number:** +9 (92) 873-2996

**E-mail:** Nullam orci pede, venenatis non, sodales sed, tincidunt eu, felis.

## Caregiver Information

**Who will be the horse's primary caregiver?** Nullam orci pede, venenatis non, sodales sed, tincidunt eu, felis.

**Where will the horse be kept?**

**Address of where horse will be kept** Nullam orci pede, venenatis non, sodales sed, tincidunt eu, felis.

**If kept at your home, do you own or rent?**

**Does your landlord allow you to have horses?**

**Name and contact information for your equine veterinarian** Nullam orci pede, venenatis non, sodales sed, tincidunt eu, felis.

**Name and contact information for your equine farrier** Nullam orci pede, venenatis non, sodales sed, tincidunt eu, felis.

### Please provide three personal references who are not relatives:

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## Our Adoption Agreement

Please read the following terms and conditions carefully.

I. Please read the following carefully. By signing this document, the Adopter agrees to

**abide by the following requirements in order to adopt the Resident(s):**

- a. **Appropriate Care Conditions** - The Adopter will ensure that the Resident(s) will always have appropriate indoor and outdoor living spaces, including appropriate fencing for their species and suitable measures to prevent predation by other animals. In addition, The Adopter will always provide the Resident(s) with appropriate food, water, nutritional supplementation, and healthcare. The Adopter will follow food, nutritional, and healthcare recommendations, in addition living space guidelines per species, as outlined by Red Feather Equine Sanctuary, or as outlined by a qualified veterinarian to treat specific conditions present in the Resident(s).
- b. **Companionship** - The Resident(s) must live with at least one member of their species, or an individual of a different, appropriate species as approved by Red Feather Equine Sanctuary. The Resident(s) are only to be isolated for a limited period of time if there is a medical need to do so, and only if deemed necessary by a qualified veterinarian.
- c. **Healthcare And Documentation** - The Adopter must provide or obtain all typical and required care from a licensed veterinarian, in addition to keeping appropriate medical records and documentation.
- d. **No Reproduction** - Under no circumstances are the Resident(s) to reproduce, either through intentional breeding or unintentionally due to co-housing with fellow animals that could result in a pregnancy.
- e. **No Racing** - Under no circumstances are adopted equines to be raced, either competitively or for entertainment purposes.
- f. **No Slaughter** - The agreement reflects that any individual or organization 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.

2. **The Health & Behavior Of The Resident(s)** - The Adopter acknowledges that the Resident(s) being adopted from Red Feather Equine Sanctuary have come from a variety of exploitative living situations, and, as a result, may have health and behavioral issues. Because of this, Red Feather Equine Sanctuary makes no claims, warranties, representations, or guarantees, either express or implied, as to the temperament, health, mental disposition, or lifespan of the Resident(s) being adopted.

3. **Release Of Liability** - The Adopter releases Red Feather Equine Sanctuary and all associated personnel (including directors, officers, employees, volunteers, agents, successors, and insurers), and assigns from any and all liability for any personal injury, property damage, or any other losses caused by the Resident(s), whether such injury, damage, or loss is caused to the Adopter, members of the Adopter's family, or any other animals under the Adopter's care, or to any other person, property, or organization. The Adopter assumes the full risk of any such injury, damage, and/or loss and the payment of any resulting liability.

4. **A Financial Responsibility To The Resident(s)** - The Adopter acknowledges and agrees to assume full responsibility for the overall health and welfare of the Resident(s) for the entirety of the Resident(s)' natural life. This includes, but is not limited to, veterinary and healthcare costs, housing and shelter costs, feeding costs, and all other expenses necessary to provide care for the Resident(s).

5. **Tenancy & Family Members** - If the Adopter is a tenant, then the Adopter agrees to provide written permission from the landlord consenting to the Resident(s)' adoption. The Adopter further represents that if there are family members present, the Adopter's family members have agreed to the adoption of the Resident(s), and that all family members will abide by the terms of this Agreement.

6. **The Adoption Fee** - The Adopter understands that the adoption fee helps defray Red Feather Equine Sanctuary's expenses for food, sheltering, veterinary care, enrichment and training for all the animal Residents residing at Red Feather Equine Sanctuary, in addition to administrative costs. Accordingly, adoption fees are non-refundable.

7. **Prohibition of Transfer** - The Adopter acknowledges and agrees that the Adopter will never sell, give away, donate, or otherwise dispose of the Resident(s) to any individual or organization whatsoever, unless the Adopter makes written arrangements for a qualified successor to provide care

for the Resident(s) respecting all terms and conditions of this Agreement.

8. Notification Of Loss Of The Resident(s) - In the event that Resident(s) become lost, stolen, or pass away, the Adopter will immediately notify Red Feather Equine Sanctuary. The Adopter will also immediately notify Red Feather Equine Sanctuary of any change of contact information for the Adopter, including changes of address, phone number, or email address.

9. Relinquishing The Resident(s) - The Adopter acknowledges and agrees that if the Adopter is unable or unwilling to continue providing care for the Resident(s) as provided herein and in accordance with the care standards set forth by Red Feather Equine Sanctuary, that the Adopter will not relinquish custody of the Resident(s) to any individual or organization and will contact Red Feather Equine Sanctuary immediately.

10. Returning The Resident(s) - The Adopter acknowledges that the Adopter can return the Resident(s) to Red Feather Equine Sanctuary, subject to Red Feather Equine Sanctuary's prior consent. The Adopter further acknowledges that the Adopter will not be entitled to a refund of any adoption fees remitted to Red Feather Equine Sanctuary, and The Adopter will be responsible for transportation costs, or any other costs incurred resulting from the return of the Resident(s) to Red Feather Equine Sanctuary.

11. Wellness Reporting & Facility Visits from Red Feather Equine Sanctuary - The Adopter grants permission to staff and other authorized agents of Red Feather Equine Sanctuary to inspect the Adopter's facilities and living spaces for the Resident(s) and conduct health examinations of the Resident(s), with or without advance notice. In addition, The Adopter agrees that Red Feather Equine Sanctuary has the right, in its sole discretion and when it sees fit, to require the Adopter to provide a written wellness report and photographs or video of the Resident(s), upon a verbal or written request by Red Feather Equine Sanctuary. Such a report shall be provided via email at [adopt@redfeatherfarmnc.org](mailto:adopt@redfeatherfarmnc.org), or another email address as designated by Red Feather Equine Sanctuary within ten (10) calendar days of the request. The Adopter agrees to address any particular concerns or questions raised by Red Feather Equine Sanctuary in said report.

12. Red Feather Equine Sanctuary's Right To Immediate Possession Of The Resident(s) - The Adopter acknowledges and agrees that Red Feather Equine Sanctuary, at any time and in its sole discretion, has the right of immediate possession of the Resident(s) if deemed necessary by Red Feather Equine Sanctuary. By signing this Agreement, The Adopter hereby waives any and all rights the Adopter may have to claim for conversion, trespass, or any other statutory, regulatory, contractual, or tort claims that the Adopter may otherwise have against Red Feather Equine Sanctuary and/or its officers, directors, employees, insurers, volunteers, agents, successors, and assigns as a result of Red Feather Equine Sanctuary's reclaiming of the Resident(s) from the Adopter's facilities.

13. A Perpetual Media License - The Adopter agrees that Red Feather Equine Sanctuary may continue to use any and all photographs and videos taken of the Resident(s), and has a perpetual license to use the Resident(s)' names, likenesses, and stories in connection with any of Red Feather Equine Sanctuary's activities, including but not limited to for promoting Red Feather Equine Sanctuary's adoption program and for any and all fundraising activities. Regardless of the fact that the Adopter will, by virtue of adopting the Resident(s), be the owner in possession of the Resident(s), the Adopter grants Red Feather Equine Sanctuary a perpetual license to use the Resident(s)' stories, images, and any other material related to the Resident(s).

14. Indemnification - The Adopter agrees to indemnify and hold Red Feather Equine Sanctuary and its officers, directors, employees, insurers, volunteers, agents, successors, and assigns harmless for any and all claims of any sort, which relate to facts after the date of adoption, and while are in any way related to any acts by, incidents involving, injuries caused by or to, or condition of the Resident(s) adopted from Red Feather Equine Sanctuary. This Agreement to indemnify Red Feather Equine Sanctuary shall include any damages, judgments, awards, and/or settlements, as well as any attorneys' fees and costs awarded against the Adopter and any of the Adopter's employees, agents,

attorney's fees and costs of litigation incurred by Red Feather Equine Sanctuary.

15. Choice of Forum & Choice of Law - The Adopter agrees that North Carolina law will apply in any dispute, action, or arbitration arising out of or relating to this Agreement, and that jurisdiction and venue shall be mandatory in Forsyth County. The Adopter consents to and waives any objections to the exercise of personal jurisdiction in any such action.

16. Specific Performance - The Adopter agrees that irreparable damage would occur and monetary damages are inadequate to compensate Red Feather Equine Sanctuary for the loss that it may sustain should the Resident(s) be harmed by any act of the Adopter or in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and therefore, the Adopter agrees that in addition to any monetary relief to which Red Feather Equine Sanctuary may be entitled, Red Feather Equine Sanctuary also has the right of immediate possession of the Resident(s) in any successful action filed by Red Feather Equine Sanctuary.

17. Successors And Assigns - Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the Parties hereto.

18. Headings - The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

19. Integration - This Agreement, together with any attachments, constitutes a single, integrated, written contract, expressing the entire agreement between the Parties concerning the adoption of the Resident(s) described above. The Parties represent and warrant that they are not relying on any promises or representations which do not appear written herein. The parties further understand and agree that this Agreement can be amended or modified by a written agreement, signed by all of the Parties hereto.

## Signature

**By signing here, the Adopter has read, understood, and agrees to enter into and fully abide by ALL terms and conditions of this Agreement. The Adopter further certifies that the Adopter's statements in this Agreement and the Adoption Application are true and correct.**



### Is there anything else you would like to tell us?

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## Thank you for choosing to adopt!

Now sit back, relax and leave the rest up to us. We will be in touch soon with an update.







