

# BOK Ranch

## Adoption/Rehoming Policies and Procedures Agreement Includes Release Forms and Applications

- **Purpose:** BOK Ranch keeps all horses affiliated with our program through the entirety of their lives. Occasionally, we come across an equine that is not a great match for our environment. When this occurs, the staff at BOK Ranch works diligently to rehome the horse in question. The Horse Adoption Agreement exists to formalize the relationship between BOK Ranch and potential adopters with a primary focus on the welfare of the horse. This agreement outlines the responsibilities and commitments of the adopter, ensuring that the horse will be placed in a safe, nurturing, and supportive environment.

## Eligibility Criteria: Qualifications for Potential Horse Adopters Policies and Procedures

To ensure that horses find suitable and loving homes, BOK Ranch has established specific qualifications for potential adopters. These criteria are designed to assess the adopter's experience level, resources, and living situation to guarantee the best possible environment for the horse.

### 1. Experience Level

- **Equestrian Knowledge:** Adopters should understand horse care, behavior, and handling. Previous experience with horse ownership or volunteer work at equestrian centers is mandatory.
- **Training Abilities:** Adopters should either possess knowledge in horse training or be willing to work with a qualified trainer to ensure the horse receives appropriate guidance and support.

### 2. Financial Resources

- **Care Costs:** Adopters must demonstrate financial stability to cover the ongoing costs of horse care, including food, veterinary care, farrier services, and equestrian supplies.
- **Emergency Fund:** Adopters are encouraged to have a contingency fund set aside for unexpected medical expenses or emergencies that may arise.

### 3. **Living Situation**

- **Adequate Space:** Adopters must have adequate space for the horse, including access to a safe and secure barn or shelter, pasture, and riding areas that are appropriate for the horse's size and needs.
- **Zoning and Regulations:** Adopters are responsible for ensuring that their property is in compliance with local zoning laws and regulations regarding livestock ownership.
- **Stable Environment:** A peaceful and stable living environment that minimizes stress for the horse is essential. This includes consideration of other animals, children, and overall household dynamics.

### 4. **Commitment to Lifelong Care**

- Adopters must demonstrate a commitment to the lifelong care of the horse, understanding that these animals can live for decades and require ongoing attention, training, and companionship.

### 5. **References and Background Check**

- Potential adopters may be required to provide references from previous horse-related experiences, veterinary professionals, or equestrian facilities to validate their qualifications and suitability as horse owners.

# **SITE VISIT/BACKGROUND CRITERIA**

## **Policies and Procedures**

### **1. Preliminary Review**

- After submission, BOK Ranch staff will conduct a preliminary review of the application to assess the applicant's background, experience level, and general suitability based on the information provided.

### **2. Interview**

- Selected applicants will be invited for an in-person or virtual interview with BOK Ranch staff. During this meeting, they will discuss the applicant's experience, understand their motivations for adopting a horse, and evaluate their preparedness to meet the needs of the horse.

### **3. Site Visit**

- If the interview is successful, a site visit will be scheduled. BOK Ranch staff will visit the applicant's property to assess the living situation, including safety measures, available space, and overall suitability for the horse. Horses are typically only re-homed in the Northern California area.
- BOK Ranch reserves the right to make scheduled site visits to check on the welfare of any adopted horses throughout the remainder of their lives.

### **4. Reference Checks**

- BOK Ranch may reach out to personal and professional references provided in the application to gain insight into the applicant's character, experience with horses, and their history of animal care.

### **5. Approval Notification**

- Once all the components of the application process have been reviewed, BOK Ranch will notify the applicant of their approval or denial. Approved applicants will move on to the next steps of matching with a horse.

- **Adoption Fees:** B.O.K. Ranch does not charge for the re-homing of any horses.

- **Horse Adoption: Health and Maintenance Requirements**

Adopting a horse comes with significant responsibilities to ensure its health and well-being. Below are the key health and maintenance requirements that prospective adopters must be aware of when considering horse ownership:

## 1. Shelter

- **Safe Housing:** Horses need secure, dry, and well-ventilated shelter to protect them from adverse weather conditions (such as extreme temperatures, rain, snow, and wind).
- **Space:** The shelter should provide enough room for the horse to move comfortably, lie down, and escape potential hazards. Adequate space also reduces stress among horses sharing the same area.
- **Bedding:** Provide appropriate bedding materials (such as straw, shavings, or mats) to ensure comfort and cleanliness inside the shelter.

## 2. Veterinarian Care

- **Regular Check-Ups:** Horses should receive regular veterinary check-ups at least once a year to monitor overall health and receive vaccinations as recommended.
- **Preventive Health Care:** This includes vaccinations for common diseases (such as West Nile virus, EEE/WEE, tetanus, and rabies), deworming protocols, and dental care (horse's teeth should be checked and floated as necessary).
- **Medical Attention:** Immediate veterinary care should be sought for any signs of illness, injury, or abnormal behavior.

## 3. Farrier Care

- **Regular Hoof Care:** Horses require regular hoof care, including trimming and shoeing as necessary, typically every 6 to 8 weeks, depending on the horse's needs, activity level, and hoof growth.
- **Healthy Hoof Maintenance:** Implement routine inspections to ensure hooves are clean and free of cracks or conditions like thrush.

## 4. Socialization

- **Companionship:** Horses are social animals and thrive with companionship, either from other horses or compatible animals. Adopters should ensure that their horse has opportunities for social interaction.
- **Daily Interaction:** Regular handling and interaction to build trust and connection between the horse and adopter. This includes grooming, exercising, and feeding routines.

## 5. Emergency Care

- **Emergency Plan:** Adopters should have a plan in place for emergencies, including contacting a veterinarian, having access to a first-aid kit, and knowing the location and availability of emergency facilities.

- **Monitoring for Signs of Distress:** Adopters must be vigilant and observant of any changes in behavior or condition that may indicate medical emergencies, such as colic, laminitis, or severe injuries.
- **Transport for Emergencies:** Ensure access to a suitable trailer or means of transportation to veterinary facilities in case of medical emergency.

BOK Ranch is committed to supporting adopters by providing guidance and resources throughout the adoption process and beyond.

- **Return Policy:** At BOK Ranch, we prioritize the welfare of our horses and are committed to ensuring that they are placed in caring and responsible homes. To uphold this commitment, we have established the following return policy regarding adopted horses:

## 1. Return of Horses

- **Right to Return:** Adopters have the right to return the horse to BOK Ranch at any time during the horse's life if they are unable to provide proper care, if circumstances change, or if they feel that they cannot meet the needs of the horse.
- **Notification Requirement:** Adopters must contact BOK Ranch as soon as they are aware of their inability to continue caring for the horse. This allows us to make arrangements for the horse's return and ensure its well-being.

## 2. Prohibited Actions

- **No Selling at Auction:** Under no circumstances are adopters permitted to sell or transfer the horse to any auction or slaughter facility. Selling a horse to auction or to slaughter places the animal at significant risk for neglect or inhumane treatment, which is contrary to BOK Ranch's mission and values.
- **Private Sales:** Adopters are also required to seek approval from BOK Ranch before considering any private sale or transfer of ownership. This ensures that we can help facilitate a suitable rehoming process.

## 3. Evaluating Returns

- **Assessment:** Upon the return of the horse, BOK Ranch staff will assess the horse's health and well-being to ensure it receives the necessary care and support.
- **Rehoming Process:** Returned horses will be evaluated for compatibility with potential new adopters. BOK Ranch will work diligently to find them a responsible and loving new home.

## 4. Support for Adopters

- **Guidance and Resources:** BOK Ranch is committed to supporting adopters throughout the duration of ownership and will provide resources and guidance to address challenges that may arise.
- **Education Opportunities:** We encourage adopters to seek help or advice from BOK Ranch concerning any difficulties they may face regarding horse care before considering a return.

# AFTER THE ADOPTION

## Ongoing Communication Policies and Procedures

At BOK Ranch, we believe that ongoing communication between the ranch and horse adopters is crucial for the success of the adoption relationship. Our commitment to maintaining open lines of communication ensures that both the horse's well-being and the adopter's experience are consistently supported. Here are the key components of our ongoing communication strategy:

### 1. Regular Updates

- **Check-Ins:** BOK Ranch will conduct periodic check-ins with adopters to assess how the horse is adjusting to its new home. These check-ins can be scheduled through phone calls, emails, zoom, or in-person visits, depending on preference and availability.
- **Health and Behavior Reports:** Adopters are encouraged to provide updates on their horse's health, behavior, and progress in training. Sharing positive experiences, challenges, and any changes in the horse's condition helps us maintain a comprehensive understanding of each horse's situation.

### 2. Support and Resources

- **Access to Expertise:** Adopters will have ongoing access to BOK Ranch staff and equine professionals for advice, support, and resources related to horse care, training, and management.
- **Educational Workshops:** BOK Ranch may offer training sessions for adopters to enhance their horsemanship skills and knowledge, ensuring that they are well-equipped to meet the needs of their horse.

### 3. Community Building

- **Adopter Network:** BOK Ranch aims to foster a community among adopters where experiences, advice, and support can be shared. This may be facilitated through newsletters, social media groups, or community events organized by the ranch.
- **Success Stories:** We encourage adopters to share their success stories and experiences to inspire others and promote the importance of responsible horse ownership.

## 4. Open Door Policy

- **Encouraging Questions and Concerns:** Adopters should feel comfortable reaching out to BOK Ranch with any questions or concerns regarding their horse. Whether it's about health, behavior, or lifestyle changes, we welcome open dialogue to help address issues proactively.
- **Feedback Opportunities:** We value feedback from adopters to help us improve our processes and support systems. Sharing insights about the adoption experience is vital for continuous improvement at BOK Ranch.

## 5. Emergency Communication

- **Immediate Issues:** In case of emergencies or significant changes in a horse's health or behavior, adopters should contact BOK Ranch immediately for guidance and assistance. Quick communication is essential to ensure the welfare of the horse.

## Conclusion

Ongoing communication between BOK Ranch and horse adopters is fundamental in promoting the well-being of each horse and ensuring a successful adoption experience. Our commitment to regular updates, support, and community building reflects our dedication to pairing horses with loving families and providing them with the best care possible throughout their lives.

- **Termination of Agreement:**

The Horse Adoption Agreement between BOK Ranch and the adopter is designed to promote the welfare of the horse while ensuring a responsible adoption process. While we strive for successful and lasting adoptions, there may be circumstances that necessitate the termination of the agreement. Below are the key components related to the termination of the agreement:

### 1. Reasons for Termination

- **Inability to Care for the Horse:** If the adopter is unable to provide for the horse's needs due to personal circumstances, financial hardship, health issues, or any other reason that compromises the horse's welfare, the agreement may be terminated.



- **Violation of Agreement Terms:** The agreement may also be terminated if the adopter fails to adhere to its terms, including but not limited to:
  - Selling or transferring the horse without prior written consent from BOK Ranch.
  - Neglecting the horse's basic care and welfare or engaging in harmful or unethical treatment.
  - Placing the horse at risk by selling it to auction or slaughter facilities.

## 2. Process for Termination

- **Notification Requirement:** In the event the adopter wishes to terminate the agreement or return the horse, they must notify BOK Ranch immediately. This can be done via phone or email, with a follow-up in writing whenever possible.
- **Return of the Horse:** Upon agreement to terminate, the horse must be returned to BOK Ranch. The adopter is responsible for ensuring that the horse is transported safely and humanely.

## 3. Review and Assessment

- **Assessment of Returned Horse:** Upon receiving the horse back at BOK Ranch, staff will conduct an assessment to evaluate the horse's health and condition. Any necessary medical treatment or care will be provided to address any issues that may have arisen during the adoption period.

## 5. Future Considerations

- **Potential for Future Adoption:** BOK Ranch reserves the right to evaluate the circumstances surrounding the termination before considering future adoption applications from the individual. Factors such as the reason for termination, communication, and adherence to the agreement will be taken into account.

# BOK Ranch Potential Adopter Interest Form

Thank you for your interest in adopting a horse from BOK Ranch! Please fill out the following form to help us understand your needs and capabilities.

## 1. Personal Information

- Full Name: \_\_\_\_\_
- Phone Number: \_\_\_\_\_
- Email Address: \_\_\_\_\_
- Address: \_\_\_\_\_
- City/State/Zip: \_\_\_\_\_

## 2. Horse Adoption Interest

- What type of horse are you interested in adopting? (Please check all that apply)
  - Breed: \_\_\_\_\_
  - Age Range: \_\_\_\_\_
  - Gender: \_\_\_\_\_
  - Other Preferences: \_\_\_\_\_

## 3. Background Information

- Have you ever owned or cared for a horse before?
  - Yes
  - No
- If yes, please briefly describe your previous experience:

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## 4. Equine Training Level

- How would you describe your level of experience with horses?
  - Beginner (Limited experience, may need assistance)
  - Intermediate (Some experience and knowledge of horse care)
  - Advanced (Extensive experience with training and handling horses)
- Please provide details on any specific training or riding experience you have:

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## 5. Financial Capabilities

- Are you financially prepared for the ongoing costs associated with horse ownership?
  - Yes
  - No
- Please briefly outline your budget for horse care (monthly budget for feed, veterinary care, farrier services, etc.):

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## 6. Housing/Shelter Capabilities

- Do you have appropriate housing/shelter for a horse?
  - Yes
  - No
- If yes, please describe your housing/shelter situation:
  - Type of Shelter: \_\_\_\_\_
  - Size/Dimensions of Shelter: \_\_\_\_\_
  - Pasture Space Available: \_\_\_\_\_
  - Are there any other animals present?
    - Yes (Please list): \_\_\_\_\_
    - No
- Please outline any features of your housing that contribute to horse care (fencing, safety measures, accessible water supply, etc.):

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## 7. Additional Information

- Is there anything else you would like us to know about your interest in adopting a horse or your capabilities?

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## 8. Signature

By submitting this form, I acknowledge that the information provided is accurate to the best of my knowledge and understand that this form is the first step in the adoption/re-homing process.

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

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

# BOK Ranch LIABILITY WAIVER

## Liability Waiver:

I/Member: \_\_\_\_\_, hereby acknowledge that I have requested permission to participate in equestrian or other activities on the premises

(the "Premises") of B.O.K Ranch ("BOK"). I am aware that equestrian activities, including the teaching, training or coaching thereof can be hazardous and includes risks and dangers including, without limitation, the potential for serious bodily injury, sickness and disease (including communicable diseases), trauma, pain and suffering, disability, paralysis and death, loss of or damage to personal property, exposure to extreme conditions and circumstances, accidents, collisions; and other undefined, not readily foreseeable and presently unknown risks and dangers. I am voluntarily assuming the risk and danger of injury or death inherent in the participation in equestrian or other activities on the Premises.

Furthermore, I hereby grant permission to B.O.K. Ranch and their authorized agents ("Agents") while on the Premises (i) to photograph, film and/or videotape me and (ii) to use, publish and/or archive photographic images and/or voice recordings of me (collectively, the "Images") in any and all forms and media without approval or compensation. I acknowledge that all negatives, video footage and digital recordings of the Images are the sole and exclusive property of B.O.K. Ranch. To the extent that I may have rights in the Images, **I hereby irrevocably transfer and assign** all right, title and interest in the Images worldwide, including all copyrights, to B.O.K. Ranch.

In consideration for being permitted to use the Premises, I hereby agree that I, my heirs, my distributees, guardians, legal representatives and assignees **will not make a claim against, sue, attach the property of, or prosecute** B.O.K. Ranch, its landlord, directors, officers, members, volunteers, employees or assignees (the "Released Parties"), for any claim I now have or may hereafter have for death, injury or property damage, which may arise from or be in any way connected to my use of or presence upon the Premises, whether caused by my acts of omission or negligence or anyone else's.

To the fullest extent permitted by law, **I shall defend, indemnify and hold harmless** the Released Parties for and against any and all claims, damages, losses, expenses and liabilities of every kind in any way arising out of or in connection with my activities under this agreement. This indemnity shall apply regardless of any active and/or passive negligent act or omission of the Released Parties. In addition, it is understood that any and all insurance that I have shall be primary.

I have read and understand the following language of Section 1542 of the California Civil Code which provides:

"A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected his settlement with the Debtor."

Having reviewed this provision, I nevertheless voluntarily release the Released Parties from any and all liability for claims arising out of the matters set forth herein. I understand the word "claims" to include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but nonexclusively, all claims arising out of the matters

set forth herein. All claims are forever barred by this release without regard to whether those claims are based on the alleged breach of duty arising under contract or in tort or any other claims or cause of action. Furthermore, I acknowledge that I intend these consequences even as to claims for injury or damages that may exist as of the date of the release, but which I may not know exist, and which, if known, would materially affect my decision to execute this release, regardless of whether my lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause.

**I have carefully read this release, waiver of liability, assumption of risk, indemnity agreement and promise not to sue and fully understand its contents. I acknowledge that this document is a contract and agree that if a lawsuit is filed against the Released Parties for any injury or damage in breach of this contract, I will pay all attorney's fees and costs incurred by the Released Parties in defending such an action.**

**I acknowledge that I have read and understand rules established by B.O.K. Ranch for activities on the Premises.**

**Furthermore, I agree to comply with all rules and policies, and I am aware that I am responsible for following all rule/policy updates as they become available on the HPW (Horse Park at Woodside) website. I understand that violation of the rule and/or policies of B.O.K. Ranch may result in removal from the property and the revocation of my program/enrollment at B.O.K Ranch.**

**By my signature below, I acknowledge that I am 18 years old or older and am NOT legally conserved by my parents or other family member(s), or any other person or entity, or that I am the parent of participant (Participant's name) and am the legal guardian or conservator of participant and can legally enter into contractual agreements, such as this one, on participant's behalf.**

**Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

# BOK Ranch HORSE ADOPTION AGREEMENT

This Horse Adoption Agreement ("Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 202( ), by and between BOK Ranch ("Adopter"), located at [BOK Ranch Address], and [Adopter's Name] ("Adopter"), residing at [Adopter's Address].

## 1. Horse Information

Horse Name: \_\_\_\_\_

Breed: \_\_\_\_\_

Age: \_\_\_\_\_

Color: \_\_\_\_\_

Microchip Number (if applicable): \_\_\_\_\_

## 2. Adoption Fee: There is no adoption fee to BOK Ranch.

## 3. Terms of Adoption

The Adopter agrees to the following terms:

- a. The horse will be provided with proper care, including but not limited to adequate shelter, food, water, veterinary care, and exercise.
- b. The horse will not be sold, leased, or transferred to another party without the prior written consent of BOK Ranch.
- c. The horse will not be used for any illegal, harmful, or unethical activities.
- d. The Adopter will provide updates on the horse's well-being and care to BOK Ranch upon request.

## 4. Liability

The Adopter agrees to assume all risks and liabilities associated with the ownership and care of the horse as of the date of adoption. BOK Ranch shall not be liable for any injuries or damages caused by the horse after the adoption date.

## 5. Return Policy

If, at any time during the horse's life, the Adopter is unable to provide proper care, the horse shall be returned to BOK Ranch. The adoption fee will not be refunded.

## 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of California.

## 7. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions or agreements.

**IN WITNESS WHEREOF, this Agreement has been executed by the undersigned parties.**

### BOK Ranch

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Adopter

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

# BOK Ranch, Policies and Procedures Agreement

Initial Each

\_\_\_\_\_ I have read, understand and agree to the BOK Ranch Site Visit and Background Criteria Policies and Procedures.

\_\_\_\_\_ I have read, understand and agree to the BOK Ranch After Adoption Policies and Procedures.

\_\_\_\_\_ I have read, understand and agree to the BOK Ranch Liability Waiver.

\_\_\_\_\_ I understand and agree 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.

\_\_\_\_\_ I understand that if I decide to re-home the quine, I must grant BOK Ranch the first right of refusal prior to the equine being placed into the possession of any individual or organization intending to take possession of the equine for any reason.

\_\_\_\_\_ I understand and agree that the equine may not be bred.

\_\_\_\_\_ I understand and agree that the terms of this agreement will be binding on any future individual or organization taking and/or possession of the equine for any reason.

\_\_\_\_\_

 This agreement shall remain in effect until the death of the equine The terms of the agreement are binding on any future adopter or any their-party person or entity taking possession of the equine. Any future adopter or any third-party person or entity taking possession of the equine must re-sign an agreement with BOK Ranch prior to the equine being placed into the possession of any future adopter or any third-party person or entity.

Signed \_\_\_\_\_ Date: \_\_\_\_\_