

HEARTS & HORSES

Therapeutic Riding Center



est. 1997

Departure of a Horse from Hearts & Horses Therapeutic Riding Center Contract Agreement

HORSE HISTORY & HEALTH INFORMATION

Name of Horse _____ Breed _____ Today's Date _____

Age _____ Sex _____ Height _____ Color _____

Markings _____

Date Hearts & Horses received the horse _____ What the horse been used for _____

Notable Medical Situation _____

Veterinarian _____ Phone _____

Worming Schedule _____ Vaccination Schedule _____

Feed Schedule and Supplements _____

RECEIVING FACILITY/NEW OWNER

Name _____ Phone _____

Address _____ City _____ Zip _____

Receiving Facility/New Owner Approved by _____

Hearts & Horses Representative

Date

The receiving facility/new owner agrees to the following

- I agree to provide for the humane care and usage of this horse, _____
Humane care includes adequate food, water, shelter, and medical attention.
- I agree never to sell this horse 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.
- 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.

Printed name of individual receiving horse

Signature of individual receiving horse

Date

The information on this contract is complete. The relapse, discharge, and acknowledgement of Risks Agreement is signed and attached. Departure of horse has been approved.

Printed name of Hearts & Horses representative

Signature of Hearts & Horses representative

Date

2013 Non Profit of the Year • A PATH Intl. Premier Accredited Facility

163 North County Road 29 • Loveland, Colorado 80537 • Phone: 970.663.4200 • Fax: 970.663.3891 • www.heartsandhorses.org

RELEASE, DISCHARGE AND KNOWLEDGE OF RISKS

This document affects your legal rights. Please read it carefully before signing.

I, the undersigned person, being above the age of eighteen (18) years, in consideration of the services of Hearts and Horses therapeutic riding Program (H&H), and the right to receive the horse, hereby acknowledge, agree, promise and covenant with H&H and all other persons or entities, and release and discharge H&H and all other persons and entities, on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

ACKNOWLEDGEMENT OF RISKS

I fully understand and acknowledge that the horse I am about to voluntarily receive has inherent risks; that H&H has made no representations as to the horse except as herein stated in writing; and that I have fully examined and/or had the horse examined by a qualified examiner, and I accept the horse "As Is." I understand and acknowledge the risks exist, known or unknown, identified or unidentified, anticipated or unanticipated which may result in injury, death, illness or disease, or damage to myself, to my property or to my horse. I knowing and expressly accept those risk.

ASSUMPTION OF RISK

I expressly agree, promise and covenant to accept and assume all risk, responsibility and liability for risk for injury, death, illness or disease, or damage to myself or to the horse arising from my ownership of the horse. My receiving the horse is purely voluntary and I elect to receive the horse in spite of the risks.

I certify that I have read the above statement on the possible risks in owning the horse and understand the same. Therefore, I assume full responsibility for any and all conduct and physical condition of the horse.

I AGREE TO INDEMNIFY AND HOLD HARMLESS H&H, THEIR AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, INJURIES, AND EXPENSES ARISING OUT OF OR RESULTING FROM OWNERSHIP OF THE HORSE HEREIN. I FURTHER AGREE TO RELEASE, AND PROMISE AND COVENANT NOT TO SUE HEARTS AND HORSES INC., ITS AGENTS, OR EMPLOYEES FOR ANY AND ALL ACTIONS, CLAIMS, OR DAMAGES, DAMAGES IN LAW, OR REMEDIES IN EQUITY OF WHATEVER KIND, INCLUDING THE NEGLIGENCE OF HEARTS AND HORSES OR OF MYSELF, MY FAMILY, OR MY HEIRS ARISING OUT OF THE OWNERSHIP OF THE HORSE HEREIN.

I, _____ of my own free will have read, understand and acknowledge the risks and
Printed name of individual receiving horse

liabilities, and accept the Assumption of Risk and Release Agreement this _____ day of _____, 20____.

Signature of individual receiving horse

Departure Procedures

Retirement

The Equine Strategic Plan determines the retirement planning for the equines at Hearts & Horses.

Sometimes, however, a decision is made to retire an equine based upon safety, equine use behaviors, and/or soundness. This decision is made with the information and advice of our veterinarians, Equine Trainer, Program Director, Executive Director and Equine Services Director

If it is determined that an equine should be removed from the program, the following steps are to be taken:

- If the equine is leased, the owner is notified in writing and the equine is removed from Hearts & Horses property within 30 days' notice. Proper documentation is completed.
- If the equine is owned by Hearts & Horses, the previous owner is notified and the process for finding a home for the equine begins. Either the equine will be placed back with the previous owner or a new home is found for the equine.

Finding a Retirement Home

Quiet Phase:

Communication is made with the prior owner if the horse was donated to Hearts & Horses to let them know that we are going to retire their horses. **It can also include the following:**

- a. Are they interested in wanting their horse back?
- b. Do they know of anyone who might want their horse?

Public Phase:

Includes a photo and a description of the horse, what his/her likes and dislikes are and what the perfect retirement situation would be?

Communication happens within the Hearts & Horses family of volunteers, staff and riders can happen to see if they know of anyone who might be interested in the horse being retired.

Public communication via social networks; facebook groups that staff members belong to.

Request the following of interested parties:

Submit a "Letter of Interest" to info@heartsandhorses.org which should contain information about the following items:

- Your experience with horses
- What the horse's job would be

Departure Procedures

- A description of the living situation available for him (turn out, quality of feed, shelter and general care....)
- Your ability to meet, maintain and provide care in case of a veterinary emergency
- Name of veterinarian

Next Steps

Review interested parties responses; communicate with each to learn more about their situation.

Talk with their veterinarian if we know him/her.

Site visit to visit property and see the situation.

Review all information and proposed new home(s) with Program Director and Executive Director

Departure to New Home

- Discharge papers are signed
- Brand Inspection is completed and ownership is transferred
- Bookkeeper notified with documentation showing ownership transfer from Hearts & Horses to new owner
- Hearts & Horses community is notified using social media of the equine's retirement