



ADOPTION AGREEMENT

This Adoption Agreement ("Agreement") is entered into this day _____ between *Horse Power Sanctuaries, Inc. dba Redwings Horse Sanctuary* ("Redwings"), a 501©(3) nonprofit, and "Adopter."

The Adopter must be at least 18 years of age.

The Adopter has agreed to pay a fee of \$ _____. Upon payment and acceptance of said fee tile of said equine shall transfer to Adopter. Adopter agrees to the following terms and conditions associated with this transfer of owner. Said fee shall be non-refundable, except if equine is returned either voluntarily or upon request of Redwings within the first year of ownership the fee shall be refunded.

The Adopter agrees to the terms and conditions of this contract to adopt and provide care for the following equine:

Name: _____ Photo

Breed: - _____

Color: _____

Markings: _____

Sex: _____

Age/DOB: _____

Tattoo/Registration: _____

In consideration of the privilege to adopt the equine, the Adopter acknowledges and agrees as follows:

Ownership:

- Adopter states that he/she has selected the above described equine and is prepared to care for said animal per the terms and conditions of this agreement, and further states that he/she is fully qualified to ride, train, exercise, and care for said animal in a safe manner to both her/himself and the equine.
- Adopter agrees that for the first year of ownership at not less than four physical visits for the purpose to ensure that equine is being well cared for and that the adoption remains a good fit for both the adopter and equine. Adopter further agrees that he/she will provide monthly reports along with photographs of equine for the first 12 months of ownership. Redwings shall provide a form that will include all the necessary information that Redwings will require. Failure to provide reasonable access to equine, or to provide the monthly reports shall be a material breach of this agreement.
- Adopter agrees that the equine will be returned to Redwings if for any reason, the Adopter can no longer care for the equine, and execute any transfer of ownership papers if such an event



occurs. If equine is returned at any time, Redwings agrees to purchase ownership for the total sum of \$1.00

- If equine is returned within one year of the date of adoption the fee heretofore charged will be fully repaid to Adopter. Redwings will not reimburse any other fees such as veterinarian fees, boarding fees or feed costs in the even that equine is returned to Redwings.
- Adopter agrees not to lease, loan, sell, give away, or transfer ownership to any other person, or entity. Adopter agrees to give Redwings first right of refusal to require the adopted horse.
- Any future adopter or any third-party person or entity taking possession of the equine must resign an agreement with our organization prior to the equine being placed into the possession of any future adopter or any third-party person or entity.
- This agreement shall remain in effect until the death of the equine, and the terms of this agreement are binding on any future adopter or any third-party person or entity taking possession of the equine.
- The equine is never to be used for research, lesson programs, rentals, racing, or sent to auction.
- The equine is never to be used for breeding.
- The terms of adoption remain throughout the lifetime of the equine.
- Adopter recognizes that breach of these terms may result in damages and impair the wellbeing of the equine such that Adopter agrees in advance that Redwings may seek redress in any court of law or equity to enjoin the transfer or treatment of said animal for the wellbeing of the equine and to enforce the terms of this agreement.

Initials _____

Equine care requirements:

- Adopter will care for the equine at his or her own expense.
- Adopter will be responsible for the animal and treat the equine in a humane and respectful manner.
- Adopter will provide safe accommodations with adequate shelter.
- If the animal is housed in a stall or paddock, the Adopter agrees to provide daily adequate exercise or turn out.
- Adopter agrees to provide quality feed and supplements.
- The horse should be kept at a body score of 5 – 7. If at any time the animal falls below or above the recommended body score the Adopter will seek veterinary attention to find the cause and return the animal to proper condition.
- Adopter will provide adequate hoof care.
- Adopter will provide all routine veterinary care, including but not limited to:
 - Vaccinations
 - Dentals
 - Parasite control
- Adopter agrees to seek immediate veterinary care if the equine become sick or injured.
- A veterinarian will complete a yearly wellness exam.

Riding:



- Riding in both the arena and out on the trail are acceptable if the equine is approved for riding.
- When riding the Adopter will keep the horse's well-being in mind and will not override or stress the equine.
- If the equine has soundness limitations, the Adopter agrees to only ride the equine as recommended by a veterinarian or the staff at Redwings.
- Riding Limits for this horse are: _____

Health and Euthanasia:

- As the equine ages the Adopter agrees to continue care of the equine and recognizes that feed costs can increase as the equine ages.
- Adopter will notify Redwings if the equine develops any long-term, chronic illness.
- The Adopter will only euthanize the equine as an act of mercy. The equine must be humanely euthanized by a licensed veterinarian. The equine is never to be euthanized for financial reasons or simply because the animal is getting older.
- Adopter agrees to notify Redwings of the equine's passing within seven days.
- Adopter agrees to provide veterinary certification as to the cause of the equine death, if requested.

Initials _____

Location:

- Adopter will keep the horse at (Check one): Home _____ or boarding facility _____.
 - If boarding facility, provide the name: _____.
 - The address where the equine will be located: _____.
- If the equine is moved the Adopter will contact Redwings within seven days and provide new location information.
- Adopter will notify Redwings in advance if moving horse across state lines.

Condition and temperament:

- Adopter accepts the horse in its current condition "as is."
- Redwings does not warrant or guarantee the condition, soundness, temperament, or training of the equine.
- Adopter acknowledges that horse and activities involving horses are inherently dangerous.
- Adopter represents that he/she is competent to care for, train, ride, transport in a trailer, said equine.
- Adopter has been notified and assumes all risks inherent in equine activities.

Termination:

- If Adopter can no longer care for the equine, Redwings must be notified immediately.



- Adopter agrees under no circumstances will the equine ever be sent to slaughter or auction, feedlots, or equine dealer. Should the said equine be sold or transferred to any of the above, the parties involved will be prosecuted to the full extent of the law.

Initials _____

Voluntary Termination of Agreement:

If at any time, for any reason, the Adopter no longer wishes to provide care for the equine, the Adopter agrees to immediately notify Redwings. The equine shall be returned to Redwings by either the Adopter or by Redwings. Transportation to be determined at the time of the cancellation of the adoption agreement. Redwings may recover all costs associated with reclaiming the equine.

Involuntary Termination of Agreement/ Right to Possession:

If at any time Redwings discovers neglect or abuse of the equine or breach of any terms of the Agreement, Redwings may terminate the Agreement with Adopter at any time. Redwings may terminate the Agreement and take possession of and remove the equine from wherever it is and Redwings or its agents shall not be liable for any claims or damage or trespass arising out of the removal of the equine. Redwings may recover all costs associated with reclaiming the equine.

The following acts constitute a breach and are prohibited:

- a. Use of the equine for an illegal purpose or in any illegal manner;
- b. Misuse and animal cruelty to the equine;
- c. Breeding;
- d. Loaning out, selling, giving away, auctioning, transferring ownership;
- e. Failure to follow provisions of the Agreement.

Release of Liability:

The undersigned agrees as follows:

I acknowledge that working with and around horses involves inherent risks of injury and damage to me personally, and I voluntarily assume the risk. Knowing these inherent risks, I nevertheless, in consideration of Redwings' acceptance of this Agreement, hereby for myself, my heirs, executors and administrators, waive, release, discharge, and hold harmless *Horse Power Sanctuaries, Inc. dba Redwings Horse Sanctuary ("Redwings")*, its Board of Directors, officers, staff, and all individual members thereof, and all other persons and organizations in any way connected with *Redwings*, their representatives, heirs, executors, administrators, and assignees from any and all claim or liability for damages, or for any and all injuries that might be sustained by me, including injuries from animals, or



from any and all claims of any kind or nature that I might have as a result of, or arising out of, my participation in any activity. Further, I do hereby acknowledge that this release will extend to any accidents, damages, or claims arising out of my participation, caused by my own act or the acts of anyone or any animal within or outside my control. I further agree that I will defend, indemnify and hold harmless *Redwings*, its officers, directors, staff, members and agents of any of them against all claims, demands and causes of action, including court costs, and attorney fees, directly or indirectly arising from any action or other proceeding brought by or prosecuted for my benefit contrary to this release extending to all claims of every kind and nature whatsoever, whether known or unknown.

Initial _____

Attorney Fees:

In the event that Redwings must resort to litigation to recover for damages caused to or loss of the equine, or for breach of provisions of this Agreement, and in any other legal action, including an action for declaratory relief brought to enforce or interpret provisions of this Agreement, Adopter agrees to pay, in addition to any other relief that may be granted, a reasonable sum as and for Redwings' attorney fees, court costs, or any expense involved in relating to the enforcement of the Agreement.

This agreement supersedes and replaces any prior written or oral agreements for adoption of the equine.

Agreed and accepted on this _____ day of _____, 20_____

Signature: _____

Equine Care Manager

Date (Mo./Date/Year)



Signature: _____

Adopter

Date (Mo./Date/Year)

Adopter/ Print Name: _____

California Driver's License No.: _____ Expiration Date: _____

Address: _____

City/State: _____ Telephone No. _____

Email: _____

The mission of Redwings Horse Sanctuary is to eliminate the causes of equine suffering through education and community outreach programs, rescue abused and neglected equines and the provide permanent sanctuary or selected Foster homes for those equines.

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