



Warrior Ranch Foundation Adoption Contract

This agreement is made as of the day _____ of _____, 201____ between Warrior Ranch Foundation (hereinafter referred to as "WRF") and _____ (hereinafter referred to as "Adopter").

IN CONSIDERATION of receipt of the horse named _____ (color) _____ (age) _____ (gender) _____ (hereinafter "the Horse"), and in further consideration of the sum of \$ _____ (hereinafter "Adoption Fee"), the undersigned agrees to the following "Terms of Adoption" (and to any other Terms agreed to in the Application for Adoption dated _____, which is incorporated herein by reference).

- 1. TRIAL PERIOD:** WRF and Adopter agree to a trial period (trial) of 30 days. This period may be extended, in writing, by mutual agreement of the parties. Adopter is responsible for any and all expenses (including veterinary and hoof care) required during the trial. Any expenses incurred by Adopter during the trial are nonrefundable. Transportation of the horse to the trial location or back to WRF is at the expense of Adopter. At or before the end of the designated trial period, Adopter may return the Horse to WRF for any reason and the adoption fee will be refunded. Expenses other than the adoption fee incurred by Adopter will not be refunded. If Adopter intends to return the horse to WRF, Adopter shall notify WRF by the last day of the trial period. Following the trial period, no refund of the adoption fee will be available.
- 2. NO BREEDING CLAUSE:** Under no circumstances may the Horse be bred. In the case of an accidental breeding, Adopter agrees to notify WRF, and obtain veterinarian advice, at once. If a live foal results from any accidental breeding, Adopter agrees to donate \$500 to WRF. This donation is in recognition of the foal's need for a home which in turn reduces the homes available for other horses in need of homes, and also as liquidated damages for damage done to WRF's reputation as a rescue organization by breeding of a rescue animal. Adopter agrees that any male horse resulting from an accidental breeding will be gelded. [____initial]
- 3. TRANSFER OF OWNERSHIP:** The intent of WRF's contractual requirements regarding transfer of the horse is to protect the long-term well-being of the horse. The contractual requirements are not intended to unreasonably prevent a change of ownership.
Adopter may transfer ownership of the Horse to a new owner through the following process:
 - Adopter must notify WRF, in writing, of intent to transfer ownership of the Horse. This notification must include a detailed description of why Adopter desires to transfer the Horse.



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- Adopter may list the Horse as available for sale in the venues of Adopter's choice. The Horse will be listed as available for adoption on WRF's website.
- Adopter must fully disclose history of horse, including behavior problems and/or injuries, to prospective owners. Adopter must also notify all prospective owners of the requirement for the new owner to sign an adoption contract with WRF and WRF's requirement of an annual follow-up visit.
- Prior to transfer of ownership, Adopter must inspect the location Horse will be living to ensure compliance with the requirements outlined in section 5 of this contract.
- The new owner must meet the minimum requirements outlined in section 5 of this contract and agree to all other contract provisions.
- Prior to transfer of ownership and transport of horse to a new location, the new owner must sign a new adoption contract with WRF.

WRF reserves the right to require the return of the horse, at Adopter's expense, rather than transfer of ownership.

****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. ****

- 4. USE OF HORSE:** The Horse is to be used for pleasure or competition riding only, and may not be used in or for racing, rental, rodeo, and/or circus productions. Regardless of type of use, Adopter agrees not to work the Horse beyond its physical limitations at any time.

Adopter acknowledges that WRF is available to answer questions on the Horse's training and behavior throughout the life of the Horse. WRF members will use their best judgment and experience in offering suggestions and/or referrals to professionals, but they are limited by the information received and circumstances, nature, and history of the Horse, make no warranties or guaranties, and have no liability for the suggestions and/or referrals offered.

- 5. STANDARDS OF CARE:** Adopter will provide appropriate food, water, shelter, exercise, attention, training, protection and any medical care necessary for the Horse's welfare. The level of care for adopted Horses should conform to the highest standards in the industry and include, but not be limited to, the following:
- a. The Horse shall have all annual vaccinations, to include at a minimum: West Nile, Rhino/Influenza, and Tetanus Toxoid, unless otherwise determined by your vet.



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- b. The Horse shall be de-wormed by paste either by a bi-monthly rotation schedule or on an evidence-based schedule determined by biannual fecal results and resulting recommendations from your veterinarian.
- c. A veterinarian shall be called for any illness and any serious injury.
- d. The Horse shall be trimmed or shod by a qualified farrier a minimum of every 6-8 weeks. Hooves are to be cleaned regularly.
- e. The Horse shall be offered no less than 15 gallons of fresh water each day, either in buckets or in regularly cleaned out water troughs. A pond or creek is not an acceptable primary source of water.
- f. The Horse shall receive the required daily feed allowance plus plenty of good quality grass or hay.
- g. The Horse shall have its teeth checked annually by a veterinarian and floated as needed.
- h. The Horse shall have at least a 3-sided shed in a paddock to provide shelter from wind and bad weather. A tent / canopy or lean-to is not acceptable. Variations in facility requirements depend on the Horse, the region, and the predominant weather.
- i. The Horse shall have safe and acceptable fencing suitable for the Horse and the Horse's environment. Under no circumstances should a horse be kept in barbed wire fencing.

6. Condition and Temperament of the Adopted Horse:

- a. The Adopter accepts the Adopted Horse in its current condition "as is" and in its current location "where is".
- b. WRF makes no representation as to the Adopted Horse's behavior or temperament and does not warrant or guarantee the condition, soundness, temperament, or training of the Adopted Horse.
- c. The Adopter acknowledges that the Adopted Horse is likely a former race horse, and may have recently finished a racing career.

7. Assumption of the Risk of Equine Activity: The Adopter acknowledges that the Adopter has been notified and hereby assumes all of the risk inherent in equine activity, including, but not limited to, any of the following: (a) The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine; (b) The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; (c) Hazards, including, but not limited to, surface or subsurface conditions; (d) A collision with another equine, another animal, a person, or an object; (e) The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant. The provisions of this paragraph shall survive the termination of this agreement.





8. RESERVATION OF RIGHTS: To protect both the Horse and WRF's reputation in the rescue field as a reputable organization, and to assist Adopter in adapting the Horse to its new home, WRF reserves the right to monitor and follow this adoption. Adopter agrees to provide regular updates, including photos, at WRF's request. Photos should be full-body shots, both sides, including feet. Adopter agrees to submit to, at a minimum, an annual site visit by WRF to check on the horse. These will be scheduled visits, although WRF reserves the right to perform unannounced drive-by check-ups if WRF Adoption has reason to suspect that the horse is not being properly cared for. If the terms and conditions of this agreement are not upheld by Adopter, and/or any misrepresentations have been made (including any prior to final adoption) to WRF by Adopter, WRF may terminate this agreement, and require return of Horse to WRF. If Adopter disputes termination of the contract, by his/her signature below, Adopter agrees to surrender the horse for veterinarian examination by a veterinarian(s) if requested by WRF for evaluation of the Horse's care and condition. Additionally, if breach of contract is disputed, Adopter further agrees to surrender Horse to WRF's possession and care pending resolution of the dispute. Adopter agrees to pay for necessary feed and medical care during the time WRF is caring for the horse until resolution of the dispute by mediation, arbitration, or litigation as described below.

9. ATTORNEY FEES AND COSTS: If legal action (using New York State law) is needed to recover the Horse or otherwise enforce the provisions of this agreement, Adopter agrees to mediation and/ or arbitration, and/or agrees to personal jurisdiction in a **New York** District or Superior Court venue of WRF's choice; and further agrees to pay all court costs and reasonable attorney fees.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: The undersigned Adopter understands that WRF is a referral service and is not responsible for the accuracy of information received about temperament, habits, history, or physical condition of horses available for adoption. Adopter understand WRF is in no way liable or responsible for any damage, accident, or injury resulting from the actions of a Horse placed with Adopter and **the undersigned Adopter does hereby release, discharge, hold harmless, and agree to indemnify WRF**, its agents, members, volunteers, Officers and Directors, and any other person, organization, or corporation charged or chargeable with liability, their heirs, administrators, executors, successors, and assigns, from any and all claims, damages, costs, expenses, loss of service, actions, and causes of action arising out of any act or occurrence, from the present date of adoption, caused by, or arising out of, actions of the Horse received by Adopter.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE ENTIRE AGREEMENT AND UNDERSTAND AND AGREE TO THE RELEASE, INDEMNIFICATION AND OTHER TERMS ABOVE.

Dated this _____ day of _____, 20_____



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Signature of Adopter _____

Printed Name _____

Phone _____

Email: _____

Address _____

Printed Name of WRF Agent _____

Signature of WRF Agent _____

Adoption Fee Received: \$ _____ [] cash [] check

WRF Adoption Contract



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