

EQUINE RESCUE AIKEN

ADOPTION CONTRACT

Date: _____

OFFER TO ADOPT:

Horse's Name: _____

Name ("Applicant"): _____

Email Address: _____

Telephone: _____ Cell Phone: _____

Address: _____ City, St, Zip: _____

Employed by: _____ Title: _____

Address: _____ Telephone: _____

How long with this company? _____

Driver's License: _____ State: _____

REFERENCES (Veterinarian Preferred)

1. _____ Telephone: _____

2. _____ Telephone: _____

Please circle:

1. I currently own a horse / burro.
2. I have / have not owned a horse / burro.
3. I have / have not owned a horse / burro previously.

The type of corral or stall, which will be provided, is: _____

Size: _____

I will board this animal at: _____

Telephone: _____ Business hours: _____

The boarding facility is _____ miles from my residence.

The training will be done by: _____

Telephone: _____

PLEASE READ THE FOLLOWING CAREFULLY. BY SIGNING IT YOU MAY BE GIVING UP RIGHTS THAT YOU MIGHT OTHERWISE HAVE.

I, the Applicant, agree that the adopted horse shall reside with the minimum corral space of three hundred (300) square feet, with sanitary living conditions, constructed of wood, pipe or horse friendly wire with shelter from the elements: Run in Shed or Barn. And, the adopted horse will be provided with proper care: Inoculations, Farrier and Dental care as recommended by Equine Rescue of Aiken. **I understand and agree that said animal may not be sold, given away, lent, leased, sold for slaughter, removed from my personal supervision or moved from the address described herein without Equine Rescue of Aiken's prior approval.**

Racing and or Auction of the animal is strictly Prohibited. The adopted horse shall never be raced or sold in an auction under any circumstances. ENTRY OF THE ADOPTED HORSE TO RACE SHALL VOID THIS ADOPTION AND ANY SUBSEQUENT SALES, AND OWNERSHIP AND ALL RIGHTS OF POSSESSION SHALL IMMEDIATELY REVERT BACK TO EQUINE RESCUE OF AIKEN. The adopted horse may be removed from any premises by Equine Rescue of Aiken, including from any racetrack, without court order. I, the Applicant, authorize Equine Rescue of Aiken to present a copy of this Agreement or other notice of this Agreement to any Racing Secretary and the Racing Secretaries are authorized and directed to bar the adopted horse from entering any race. I further agree that if I am proved in violation of any of the above, I shall be subject to legal action.

I agree that an authorized representative of Equine Rescue of Aiken may enter the property where said animal resides to determine if all conditions of this agreement are being complied with. I further offer that should I violate any of these terms an authorized representative of Equine Rescue of Aiken may enter upon the land where said animal resides, and take immediate possession of said animal.

I further agree to accept all responsibility for any action or lien resulting from any action, directly or indirectly involving said animal while it is in my care. Therefore, I agree and understand that neither Equine Rescue of Aiken nor its employees or agents will be liable for any Page 3 of 3 damages or injury caused to me or any third person by the animal once I receive delivery of it, including but not limited to damages or injuries caused by the fact that the animal does not behave or perform in the manner I expected. Further, if any third person makes a claim against Equine Rescue of Aiken or any of its employees or agents as a result of any conduct of the animal after I have taken possession of it, I agree to indemnify and hold Equine Rescue of Aiken, its employees and agents harmless from any such claim, including costs and attorney's fee resulting from such claim.

I will be responsible for returning the horse to the Equine Rescue of Aiken or I will pay all costs involved in their return by an authorized representative of Equine Rescue of Aiken if I am unable to care for the animal, or if I am found in default of any of the conditions of this agreement. In the event of my death during this agreement, I direct that funds from my estate be used to return the horse herein described to Equine Rescue of Aiken.

If the animal is determined by a veterinarian to be in a debilitated or unhealthy condition on return, I will be responsible for all costs incurred to return the animal to healthy condition. In the event the undersigned fails to comply with the terms of this Application and Agreement, Equine Rescue of Aiken reserves the right to commence legal proceedings to recover the horse, and the undersigned shall be liable for all costs, inclusive of attorney's fees, in connection with such legal proceeding.

Please note that all adoption fees are non-refundable.

Note also, the information provided on this form, and any other information relevant to the adopted horse, is not private and may be freely made available to third parties by Equine Rescue of Aiken.

Applicant further offers and agrees to also execute Equine Rescue of Aiken's Equine Activity Release and Hold Harmless Agreement ("Release"). That Release is a supplemental term of this Agreement, and not meant to substitute for any other term of this Agreement. The two documents should be read together. However, if any conflict of any term should arise, the Release shall govern. Any additional terms, requirements or waivers between the parties must be approved by Equine Rescue of Aiken in writing.

Equine Rescue of Aiken ID Number or description of Adopted animal: _____

Adopter makes the above offer and accepts all terms indicated therein.

Signed: _____ Date: _____

Printed Name: _____

The above offer is accepted by Equine Rescue of Aiken through its authorized representative.

Signed: _____ Date: _____

Printed Name: _____

Title: _____