

1 8	ent") is entered into on this
date	_ by and between Marylan
Therapeutic Riding, Inc. a Non-Profit organization	on located at, 1141 Sunrise
Beach Road, Crownsville, MD 21032	
Adopter Name	
Adopter Address	
Adopter Email	
Adopter Phone	

- Age
- Weight
- Breed
- Gender

which horse/pony is currently owned by Maryland Therapeutic Riding, Inc.

Transfer of Possession of Adopted Animal:

A. Continuing Conditions Maryland Therapeutic Riding, Inc., hereby agrees to transfer possession of the Adopted Animal to the Adopter, subject to the continuing conditions set forth in this Agreement.

- **B. Adoption Donation.** The Adopter understands that a nonrefundable adoption donation in the amount of \$1.00 shall be made to Maryland Therapeutic Riding, Inc. This adoption donation must be paid in full before the Adopted Animal is removed from Maryland Therapeutic Riding, Inc. premises. The Adopter should consult his/her independent tax advisor to determine deductibility.
- C. Disclosure and Release Agreement. The Adopter must execute this Disclosure and Release Agreement, prior to Maryland Therapeutic Riding, Inc. allowing the Adopter to remove the Adopted Animal from Maryland Therapeutic Riding, Inc. premises.

THIS AGREEMENT IS NOT AN AGREEMENT OF SALE BUT IS AN AGREEMENT OF POSSESSION. ACCORDINGLY, THIS AGREEMENT DOES NOT TRANSFER ANY TITLE TO OR OWNERSHIP INTEREST IN THE ADOPTED ANIMAL. THEREFORE, AT ALL TIMES Maryland Therapeutic Riding Inc. RETAINS OWNERSHIP RIGHTS IN AND TITLE TO THE ADOPTED ANIMAL.

- 2. General Adopted Animal Care Requirements: The Adopter will, at his or her own expense, care for and maintain the Adopted Animal Upon written request by the Adopter Maryland Therapeutic Riding Inc. Such required care and maintenance shall include, but shall not be limited to, the following: providing the Adopted Animal with adequate and proper quantities of wholesome feed and fresh water, including but not limited to any specific items of supplements set forth in Section 3 below; safe and adequate shelter, which shall include at least a stall or run-in shed and turnout area; proper, appropriate hoof care no less often than every six to eight weeks; any required veterinary attention, including yearly vaccinations of Rabies, EEE/WEE, Rhino, Flu, PHF, WVN and treatment as preventative care against parasites such as de-worming no less often than every eight weeks.
 - 3. <u>Care Requirements Specific to the Adopted Animal:</u> The Adopter understands that the Adopted Animal may have health limitations due to previous illness, disease or injury. Maryland Therapeutic Riding Inc hereby provides the Adopter with the health records of the Adopted Animal that were known to Maryland Therapeutic Riding

Inc. during the time of ownership. Maryland Therapeutic Riding Inc and the Adopter agree that Maryland Therapeutic Riding Inc makes the following disclosures as a courtesy to the Adopter and these disclosures are merely opinions. Nothing herein shall be construed as a claim, representation or warranty as to the temperament, health or mental disposition of the Adopted Animal.

- A. Health History and Health Problems of Adopted Animal:
- **B.** Recommended Supplements for Adopted Animal:
- C. C. Limitations as to Riding Adopted Animal: The Adopter understands that there may be limitations as to the type of riding appropriate for the Adopted Animal. The Adopter agrees to ride the Adopted Animal only in accordance with those limitations in order to ensure that there will be no additional injuries to the Adopted Animal or injuries to the Adopter.

Specific Riding Limitations of Adopted Animal:

4. Location and Inspection of Adopted Animal:

- **A. Location of Adopted Animal**. The Adopter agrees to notify upon the execution of this Agreement of the exact location of the facilities where the Adopted Animal will be kept.
- **B.** Inspection of Adopted Animal. The Adopter agrees that representatives of Maryland Therapeutic Riding, Inc. may make unannounced visits to the facility where the Adopted Animal is kept at any reasonable time to confirm that the Adopter is providing the care and maintenance pursuant to and in accordance with the terms of this Agreement. This is only done if the Adopted animals care is in question.

- C. Change in Location of Adopted Animal. In the event that the Adopter should desire to move the Adopted Animal from the initial facilities of the Adopted Animal to a different facility after the Adopter assumes possession of the Adopted Animal, the Adopter agrees to notify Maryland Therapeutic Riding Inc at least 10 business days prior to the proposed move of the proposed new location of such new facilities of the Adopted Animal.
- **F. Death of Adopted Animal.** The Adopter agrees to notify Maryland Therapeutic Riding, Inc. immediately upon the death of the Adopted Animal.
- 5. Termination of Agreement by Adopter: If for any reason the adopter is unable or unwilling to care for the Adopted Animal as set forth in this Agreement, Adopter will immediately notify Maryland Therapeutic Riding, Inc. and allow Maryland Therapeutic Riding Inc to retain possession of the Adopted Animal. Under no circumstances shall the Adopter attempt to or purport to sell, trade, abandon, transfer or otherwise give the Adopted Animal away. Under no circumstances shall the Adopted Animal be sold. If there is any breach of contract, the horse must be returned to Maryland Therapeutic Riding, Inc.
 - 6. Adopted Animal Medical Problems Arising After Transfer of Possession to Adopter: The Adopter agrees to notify Maryland Therapeutic Riding, Inc and a veterinarian immediately upon the discovery of any medical problem, except those minor medical problems that are usual and incident to regular horse/pony maintenance. The Adopter, under no circumstances, shall cause the Adopted Animal to be put down or otherwise humanely destroyed without first consulting Maryland Therapeutic Riding, Inc and a veterinarian.
 - 7. <u>Choice of Law:</u> This Agreement and the rights and obligations of the parties hereto shall be subject to and shall be construed and interpreted under the laws of the State of Maryland. The parties hereto

shall also consent to jurisdiction of the courts of Maryland for all purposes and for any disputes arising hereunder.

- 8. **Modifications:** This Agreement shall not be modified or amended except by a writing signed unanimously by all of the parties hereto.
- 9. Assignability: The rights and obligations of this Agreement are not assignable by either party, except upon the written agreement of the parties hereto.
- 10. Liability: It is understood by the adopter that horses can be dangerous animals and that many unexpected things can happen while caring for horses. The adopter will not hold Maryland Therapeutic Riding, Inc. liable for any damage the horse may cause to the property the horse is kept at or any bodily harm that may happen while interacting with the horse to the adopter or any other person or persons handling the horse or horses as per this contract.
- 11. Notices: All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or if sent registered or certified mail, return receipt requested, properly addressed and postage prepaid as follows:

Maryland Therapeutic Riding, Inc.,

1141 Sunrise Beach Road, Crownsville, MD 21032

if to Adopter (name and address)

12.Entire Agreement; Modifications: This Agreement and any Exhibits, attachments or Addenda represents the entire agreement of the parties relating to the adoption of the herein referenced animal. All prior negotiations between the parties are merged into this Agreement and there are no other understandings or agreements regarding the adoption of the herein referenced animal other than those incorporated herein.

Thank you for your kindness.

This agreement is accepted by

Maryland Therapeutic	Riding
	(Authorized Signature)
and <i>Adopter/s</i>	
	(Authorized Signature)
	(Authorized Signature)
	Congratulations on your new adoption!