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## **ADOPTION AGREEMENT**

**Horse:**

**Adopter:**

**Sire:**

**Address:**

**Dam:**

**Tattoo#:**

**Microchip#:**

**Age**

The **Adopter** agrees to the following conditions and terms:

**The horse may not be raced at any recognized or unrecognized racetracks including but not limited to thoroughbred race meets, state fairs, bush tracks, match races, etc. Furthermore, the horse may not be bred, sold, leased, given away, transferred or sent to any auction or slaughter.**

**The horse must be provided with proper shelter, clean bedding, water, grain, hay and exercise and maintain a healthy weight at all times. Nylon halters are not allowed unless the crown piece is breakaway leather.**

The horse's teeth must be kept in good condition as well as hooves and regular de-worming maintenance. At the end of each year in December, the adopter Must provide the R.A.C.E. Fund with a completed **Required Annual Record Report** of dates when teeth were floated; hooves were trimmed and regular worming/vaccinations and who provided those services.

The adopter agrees to provide recommended veterinary care for illness and or injury. Should a life threatening situation arise, named horse shall only be humanely euthanized by lethal injection by a licensed veterinarian pursuant to AAEP guidelines. Adopter must notify the R.A.C.E. Fund, Inc. in advance if circumstances permit. If circumstances do not permit then within 24 hours of the death of the horse and a veterinarian report of apparent cause of death within 30 days.

Adopter agrees to provide a picture of the horse 4 times a year, every 3 months and an update on how the horse is doing. Pictures must be **dated full body** right and left sides, a head picture and one picture where legs and hooves can clearly be seen close up.

The adopter agrees that the R.A.C.E. Fund, Inc. board and any volunteers or designated persons affiliated with the R.A.C.E. Fund may visit the horse where stabled and at any time.

The adopter agrees in advance that the R.A.C.E. Fund, Inc. has the right to obtain all veterinary records directly from any veterinarian the adopter may have treating the horse and the adopter must notify their veterinarian of such in advance. Furthermore, this agreement shall also serve as notice and permission to adopter's veterinarian for the R.A.C.E. Fund to obtain veterinary records.

In the event the adopter could not keep the horse in the future, the R.A.C.E. Fund, Inc. must be notified and the horse returned to the R.A.C.E. Fund. At least 60 days or more notice must be given for another location to be found. Adopter may be responsible for relocation costs of horse. If the adopter has a recommendation for another suitable adopter the R.A.C.E. Fund will consider such a recommendation but the horse could not be transferred to a new adopter unless approved by the R.A.C.E. Fund, Inc.

The adopter agrees that the horse will reside at:

\_\_\_\_\_ If you do not own the facility, a copy of this agreement must be provided to the owner of the facility so they are aware of the terms of this agreement. You must also have the owner or manager of the boarding facility sign the attached Boarding Facility Acknowledgement Form acknowledging that they have received a copy of this adoption agreement and that said horse could not be sold for any reason including but not limited to remedying any delinquent boarding bill that you may so incur in the future. The signed Boarding Facility Acknowledgement Form must be returned to the R.A.C.E. Fund prior to the horse being moved to the boarding facility. **In the event of any future relocation of the horse to a different boarding facility the R.A.C.E. Fund must be notified in advance and approve before the relocation and also given the address of the new facility. In addition, the adopter must provide the new facility with a copy of this adoption agreement so they are aware of the terms of this agreement and that said adopted horse could not be sold for any reason including but not limited to remedying any delinquent boarding bill that you may so incur in the future. The new farm manager or owner must sign the Boarding Facility Acknowledgement Form and the form must be returned to the R.A.C.E. Fund prior to the horse relocating to a new boarding facility. No adopted horse shall be moved to a boarding facility that has any history or citations of not taking proper care of horses, animal cruelty or abuse, etc.**

If the adopter fails to comply with any of the conditions or regulations in this agreement and or the R.A.C.E. Fund feels that the horse is not being taken care of properly, the R.A.C.E. Fund, Inc. reserves the right to regain possession of the horse at any time without a court order and legal action may be taken against you. Adopter also agrees to and understands that the R.A.C.E. Fund has permission to enter adopter's property/boarding facility to remove said horse without court action or order.

In the event the recipient/adopter became disabled and could not care for the horse or upon the recipient/adopter's death, the recipient/adopter's immediate family member(s) must notify the R.A.C.E. Fund so arrangements can be made to return the horse to the R.A.C.E. Fund. A spouse or family member may request to adopt said horse, however the adoption must be approved by the R.A.C.E. Fund and either an addendum to the original adoption agreement is added and signed or a new adoption agreement is signed.

Any legal disputes that may arise, venue and jurisdiction may be in the county and state in which the R.A.C.E. Fund, Inc. is located and adopter may be liable for attorney fees and court costs in addition to any additional costs the court may deem appropriate.

The adopter also releases the R.A.C.E. Fund, Inc. from any liability and agrees to hold harmless the R.A.C.E. Fund and any of its directors, agents, employees, volunteers from any and all liability related to the horse, and any injury or cause of action related to the horse. The R.A.C.E. Fund, Inc. makes no representations or guarantees about the soundness, abilities, temperament or health of the horse from the time the said horse is released to the adoptive recipient. Furthermore, the adopter agrees to all conditions set forth in the agreement regarding the above aforementioned.

I understand that there are many risks involved in riding, participating and/or being around horses. I understand that horses are unpredictable by nature and in their behavior and can unexpectedly bite, kick, buck, rear up, strike out, run away or over someone or anything in their path. They have also been known to jump forward, backwards or side to side and have been caused injury to themselves and to others, including other horses that may or may not have riders. I also understand that horses can do any of these things and other things not specifically mentioned without apparent reason and warning. I also understand that, due to their size, they are powerful and inherently dangerous.

I further understand that anyone riding or near horses is at risk at all times and can suffer bodily injuries and or property damage. I also agree that I will not hold the R.A.C.E. Fund, Inc. or its directors, agents, employees, volunteers responsible for any injuries or damages if I should be injured or have damages resulting from the adopted equine.

I, \_\_\_\_\_ have read, accept and agree to all of the above stated terms, conditions and stipulations in this adoption agreement and by signing below I understand that this is a legal binding agreement and I will honor said terms, conditions and stipulations set forth in this agreement.

**SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Adopter Signature

**Registered Name of Adopted Horse:** \_\_\_\_\_ **- Breed:** Thoroughbred  
**Sex:** \_\_\_\_\_ **Tattoo:** \_\_\_\_\_ **Color/Markings:** \_\_\_\_\_ **Age**

Date of Placement: \_\_\_\_\_

Approved by: \_\_\_\_\_  
R.A.C.E. Fund, Inc. Authorized Signature

Date: \_\_\_\_\_

RF-Adoption-Rev-2021