

RETURN TO FREEDOM ADOPTION APPLICATION

Please read the Adoption Care Terms & Conditions carefully before completing this application. Care of a wild horse is a significant and long-term commitment of time, money and energy.

It should be specially noted by all applicants that the instinctive protective mechanisms of wild horses are significantly more pronounced than that of the domestically raised horse. As a result of their finely tuned protective mechanisms, wild horses will respond to pressure much more readily and assertively than domestic horses. Their responses to pressure may include kicking, biting, rearing and striking out in an effort to protect themselves from a perceived threat. Anyone who is involved in the handling and training of a wild horse should be aware of this fact. Return to Freedom (RTF) requires that any handler or trainer be proficient in gentle, minimal force handling techniques.

Due to the unique nature of wild horses, we regret that we are unable to accept applications from individuals under the age of 18. An application may be submitted by the parent or legal guardian who thereby agrees to be fully responsible for the horse's welfare.

Prospective Adopter Information:

Name: _____

Address: _____

Mailing Address (if different from above): _____

Telephone # (Home): _____ (Work): _____ Fax #: _____ E-Mail _____

Driver's License #: _____

Name of Employer: _____ Telephone # _____ Years with employer: _____

Personal References:

Name: _____ Telephone #: _____ Name: _____ Telephone #: _____

Address: _____ Address: _____

Experience with Horses

What is your experience with horses? _____

Have you previously owned a horse? Yes/No If "yes", for how long? _____ Where? _____

What type of horse do you currently own or did you own? _____

Please state: Age: _____ Gender: _____ Year Acquired: _____ Length of Time Owned: _____

Do you still own the horse? Yes/No If you no longer own the horse, do you know where he/she is now? Yes/No

Please explain why you no longer have your horse: _____

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What discipline did you use your horse in? _____

What training methods and/or philosophies did you use? _____

Have you changed any of your training methods and /or philosophies? _____

Have you attended any classes or clinics regarding the care and training of horses? Yes/No

If yes, which classes and/or clinics have you attended? _____

Why do you want a wild horse? _____

Do you have experience with wild horses? _____. If so, please describe: _____

Please describe the method you will use to train your wild horse: _____

Care and Feeding:

Please describe your feeding routine (type of feed etc.): _____

Please describe your exercise and/or training routine: _____

Please describe your pasture/paddock maintenance routine: _____

Will your horse be alone or will he/she have the companionship of other horses? Yes/No

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Who will be responsible for caring for the horse? (Please indicate age and experience level) _____

Who will be responsible for the horse's care in the event you are sick or are away on vacation? _____

Do you have sufficient time and income to support a horse on a long term basis? _____

Please describe what you anticipate your daily routine would be in caring for & interacting with your horse? _____

Type of animal you are requesting, please circle:

Gender: Stallion, Mare, Mare with Foal, Gelding.

Age: 1-5 Years, 5-10 Years, 10 Years or older.

How do you plan to use your animal? _____

Does the appearance of the animal matter to you? Yes/No

Will you accept an animal with physical problems? Yes/No

Will you accept an animal that cannot be ridden? Yes/No

Who will use the horse if it is to be ridden? _____

(Indicate height, weight, and if a child, state age).

Please give level of riding experience of each rider. To ensure the safety and compatibility of horse and rider, please provide as much useful information as possible. (i.e years riding, horseback riding lessons, experience with young, green horses, etc.)

Are you working with an instructor? Yes/No

Name of Instructor: _____ Instructor's Phone Number: _____

Riding Discipline (i.e. Western, English, etc.) _____

Name of Veterinarian: _____ Phone: _____

Name of Farrier: _____ Phone: _____

Please describe the location of where the horse is to be kept. _____

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Where will your horse be kept? Please circle: Stall Corral Paddock Pasture

Please describe your paddock/pasture maintenance routine. _____

Do you have fresh water available at all times? Yes/No Water Source: (Circle One) Creek Lake Water Trough

Do you have at least 400 square feet for each animal you are applying for? _____

What type of fencing do you have? _____ Fence Height: _____

Is there adequate drainage in the paddock or pasture during the rainy season? _____

Please provide specific directions to the location where the horse will be kept. _____

Please provide photo of actual location where horse will be kept.

Do you own the place where the horse(s) will be kept? Yes/No

If renting facilities, please have the following portion completed by your landlord:

I, _____, state that I own the property legally known as _____,

Name of Property Owner

Street Address

in the County of _____, in the State of _____.

And give my permission to have horses maintained on my property.

Owner Name: _____ Phone: _____

_____ (Printed)

Signature of Owner: _____ Date Signed: _____

How do you plan to transport the horse(s)? _____

Please describe the type of trailer you will be using to transport and the distance you will be covering: _____

Are you prepared to meet all costs involved in transporting your horse? _____

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I fully understand that I am legally responsible for horse that I adopt and I have read and agree to the Terms and Conditions of Return to Freedom’s Adoption program.

I understand that the use and control of horses is a hazardous activity. If I am accepted as an Adopter, I release and indemnify Return to Freedom and its agents of all liability from damages to person or property caused by the horse in my custody, care and control.

I authorize you to verify all references, including veterinarian, trainers, farriers, landlord, employers, etc. named in this document. I also authorize you to perform a credit check and/or background investigation on myself or the proposed, named legal Adoption caregiver.

I also understand that the horses are not available for re-homing or sale and must be returned to Return to Freedom at my own expense should I not be able to continue to provide an adequate home or care for Adopted horse(s) or that any re-homing of the horse(s) must be approved in writing in advance by Return to Freedom.

I agree to contact RTF before giving away or selling a horse adopted through RTF (also applies to foals born to pregnant mares adopted through this program), and I will return the horse or horses to RTF at my expense instead if requested. I understand that to violate this condition will result in a \$1,000 per horse penalty. I also understand that RTF also has the option of approving any potential alternate adopter of a horse adopted through RTF and must be approved by RTF before leaving my care and control.

PROHIBITED ACTS: 1. Maliciously or negligently injuring or harassing an adopted horse; 2. Treating a horse inhumanely or subjecting horse to obscene behaviors; 3. Selling a horse, whether intentional or unintentional, for sale for slaughter; 4) selling, giving, leasing, or loaning a horse to another person deemed by Return to Freedom to offer inadequate living/housing conditions or where any animals on the property receive neglectful or abusive treatment.

The applicant does hereby warrant that the answers given in the "Return to Freedom Adoption Application" are to the best of his/her knowledge and belief, true and correct.

Due to the extensive costs involved in providing medical care, basic handling, routine maintenance and feeding, Return to Freedom respectfully requests an adoption fee per horse which will be determined on a case by case basis depending on level of training etc. This fee is non-refundable after two weeks or in the case of repossession due to breach of contract.

<u>Horse (s) name(s)</u>	<u>Gender</u>	<u>age</u>
1)		
2)		
3)		
4)		
_____	_____	_____
Print Name	Signature	Date
_____	_____	_____
RTF Representative /Print Name	Signature	Date

REFERENCES

Please provide at least three references and include the following and any other notes or biographical information:

Full Name:

Address/Phone/ Contact Information:

Relationship to adopter:

How long they have known you:

Notes:

Full Name:

Address/Phone/ Contact Information:

Relationship to adopter:

How long they have known you:

Notes:

Full Name:

Address/Phone/ Contact Information:

Relationship to adopter:

How long they have known you:

Notes:

Additional Notes:

RETURN TO FREEDOM

EQUINE CARE TERMS AND CONDITIONS

Horses that are transferred to new ownership are subject to the same standards of care expected of foster caregivers. This Adoption Agreement stipulates that the adoption is contingent upon the new owner following these conditions. If the new owner fails to meet these standards, he / she agrees that Return to Freedom has the right to reclaim the horse(s).

The new adopter/owner ("owner") agrees not to use dominion over the animal to force him/her into a program that he/she is not suited or which causes the animal stress or continued unhappiness. RTF believes in establishing a relationship based on trust and respect to create a **willing partnership**.

With regard to nutrition, we like to keep this as close to the horse's natural diet as possible. Quality grass hays such as timothy or orchard grass are preferable. These horses do best with simple foods and proper trimming. Horse shoes are often unnecessary.

Horses develop well into their fifth and sixth year. Although **relationship training** can start at any age, we do not put a lot of pressure on younger horses beyond developing their enthusiasm and focus. As the horse increases his/her desire to focus we can ask for more but should remember to always end the sessions positively, to leave him/her on a good note so that he/she wants to spend more time with us again.

Mustangs, especially the Spanish Barb horses, develop slowly. We require that the owner refrain from mounted training until the horse is at least 4 years old. There is much that can be accomplished from the ground in earlier years. If a horse is substantially developed and is over 3 but has not quite reached the age of 4, light preparation for riding may be appropriate. Remember that they were not created with us on their backs. Taking the time to let their minds and bodies grow strong will yield the best results.

If for any reason the horse does not work out, the horse(s) must be returned to Return to Freedom Sanctuary. Adopter agrees to contact RTF before giving away or selling any horse(s) adopted through RTF, (which also applies to foals born to pregnant mares adopted through RTF), and will return the horse or horses to RTF at their own expense

instead if requested. To violate this condition will result in a \$2,000 per horse penalty. RTF also has the option of requiring that any potential alternate adopter, be approved by RTF before leaving adopter's care and control.

As long as the prospective owner is comfortable with the above, please proceed with our Terms and Conditions.

1. Owner hereby agrees to abide by and comply with the following terms and conditions set forth herein. I understand and agree that failure to comply with these terms and conditions will result in the revocation of my right to retain ownership of the horse.
2. Owner is legally and financially responsible for providing proper care and shelter. Owner is to guard and protect the horse in his / her care from being subject to malicious harm or endangerment, negligence, harassment or outright abuse.
3. "Abuse" as used herein shall mean physical aggression, the withholding of food, water, or shelter and/or emotional neglect. Horses shall be provided with other suitable equine companions at all times, sufficient room and/or habitat to move, roll, play and exercise at will on a daily basis.
4. Owner agrees to treat the horse humanely and with kindness, dignity and respect at all times.
5. Owner agrees to maintain natural barefoot trimming modalities.
6. Owner agrees to refrain from riding the horse until horse reaches 4 years of age.
7. Owner agrees not to use severe training tools or aides such as severe bits and spurs.
8. Owner agrees the horse is not to be used for commercial purposes and are not, therefore, to be placed with riding schools or horse rental programs (riding stables).
9. Owner agrees not to breed the horse.
10. Owner agrees to never send the horse to a rodeo.
11. Owner agrees to never send the horse to auction or slaughterhouse.

12. Owner agrees never to rope or "trip" the horse for sport or in any form for training.
13. Owner agrees never to hobble the horse.
14. Owner is responsible, as provided by State law, for any personal injury, property damage, or death caused by the animal in my care, for pursuing horses that escape or stray, and for cost of recapture. I also hold harmless Return to Freedom as provided by State law, for any personal injury, property damage, or death caused by the foster animal in their care, for pursuing horses that escape or stray, and for cost of recapture and horse is accepted in "as is" condition.
15. Return to Freedom retains the right to inspect at any time the premises where the horse is being kept with 24 hours notice for routine checks and without notice if there has been a complaint or concern for neglect or abuse.
16. Owner shall not transfer horse for more than ten (10) days to another location or to the care of another individual without notifying an authorized representative of Return to Freedom.
17. Should extreme hardship circumstances arise where owner is no longer able to care for the horse, Return to Freedom is to be immediately notified.
18. Owner will not sell or transfer guardianship of the horse without express written authorization from Return to Freedom.
19. In the event owner locates a prospective "replacement" owner, Return to Freedom retains the right to screen all potential candidates and retains the exclusive authority to extend acceptance of, or to decline, the candidate. The new owner must agree to all terms and conditions of care / ownership set forth herein by Return to Freedom.
20. In the event that the owner can no longer care for the horse, the horse shall be returned to Return to Freedom's care, custody and control. The owner agrees to pay all costs involved in transporting the horse back to Return to Freedom. If that is not even possible RTF is to be notified immediately to organize transportation for the horse.
21. In the event that the horse's life must be terminated due to injury or illness, this must be done in a humane manner. A veterinarian needs to document that further medical intervention would not help the horse and euthanasia is the only humane

option. RTF must be notified prior to euthanasia unless the situation is an emergency and immediate action must be taken; (horse cannot be kept comfortable, pain is too great, etc). Saving unusual and emergency conditions, the horse's life must be taken exclusively at the hands of a licensed veterinarian by tranquilizers followed by lethal injection. If owner wants to euthanize a horse simply because he has become unusable, or treatment may exceed the resources of time or money for the owner, horse MUST be returned to Return To Freedom Sanctuary at owner's expense.

22. Owner shall immediately notify the authorized representative of Return to Freedom within 24 hours via telephone, e-mail or fax of discovery of the horse's death, theft or escape, and shall provide a Veterinary Certificate stating the cause of death within three (3) days. The owner shall be responsible for any expenses incurred by the death of the horse and its subsequent legal disposal.

I acknowledge that I have read and understood these Terms and Conditions and will comply;

Signature of adoption / owner

Date

Further in event I default in any terms and conditions of the Purchase Agreement, I shall indemnify, defend, save and hold harmless RTF, it's officers, directors and members from any liability which may rise out of default, and I further agree to pay reasonable attorney's fees and costs incurred by RTF that may arise in connection with the enforcement of the terms and conditions of this Purchase Agreement.

I assume full liability for the animal included in this Adoption Agreement and for any damages it may cause to persons, animals or property.

Further, I agree to submit the following information to RTF: a. Notice of serious health problems such as accidental injury or disease; b. Notice of intent to destroy the animal, unless the situation is an emergency illness or injury; c. Notice of the animal's death within 7 days, including a veterinarian's written statement of the apparent cause of death.

Further, I agree to allow any administrator or designated agent of RTF to monitor the animal from time to time, and take immediate possession of the animal if RTF determines, in its discretion that I have, at any time, neglected, abused, or failed to provide adequate care for the animal.

I agree to contact RTF before giving away or adopting any horse(s) adopted through RTF (also applies to foals born to pregnant mares adopted through RTF), and I will return the horse or horses to RTF at my expense instead if requested. I understand that to violate this condition will result in a \$2,000 per horse penalty. I also understand that RTF also has the option of requiring that any potential new adopter, or recipient of any horse(s) adopted through RTF be approved by RTF before leaving my care and control.

PROHIBITED ACTS: 1. Maliciously or negligently injuring or harassing an adopted horse; 2. Treating a horse inhumanely; 3. Selling a horse, whether intentional or unintentional, for sale for slaughter; 4) selling, giving, leasing, or loaning a horse to another person deemed by RTF to offer inadequate living/housing conditions or where any animals on the property receive neglectful or abusive treatment.

Signature of adoption / owner

Date

Address: _____

Email: _____

Phone: _____