



1620 Olivet Rd. Santa Rosa CA 95401

Animal Adoption Release, Waiver and Disclosure

This agreement is entered into on this _____ day of _____ 2023, by and between Spirit Wings Ranch and _____) hereinafter referred to as "Adopter(s)").

HORSE INFORMATION

Horse's Name _____ Breed _____

Color and Description _____

Sex _____ Age _____

ADOPTION DONATION \$ _____ (NON-REFUNDABLE) is provided as a free-will gift and statement of faith and support for the mission of Spirit Wings Ranch. It is understood that donation has been made at the same time as this adoption and is a statement of support for the work of Spirit Wings Ranch and is not to be construed as payment for the afore-described horse.

ADOPTER INFORMATION

Adopter's Name _____

Address _____

City _____ State _____ Zip Code _____

Home Phone _____ Cell Phone _____

E-mail _____

Driver's License Number _____

City of Adoption _____

Location _____

_____ Adopter(s) agrees to notify SPIRIT WINGS RANCH within 30 days if any of the above information changes.

_____ Adopter(s) agrees that the address listed is the ONLY facility where the adopted horse(s) can reside, with the exception of short-term training facilities for the express purpose of training the adopted horse. Adopter(s) must contact Spirit Wings Ranch for an inspection of any other facility prior to the horse(s) changing locations EXCEPT in the event of an emergency where the horse(s) is at jeopardy at its approved location. In that event, Spirit Wings Ranch is to be contacted IMMEDIATELY upon movement of the horse(s).

SPIRIT WINGS RANCH IS A NONPROFIT ORGANIZATION. SPIRIT WINGS RANCH AND THE ADOPTER NAMED ABOVE ("ADOPTER") ENTER THIS AGREEMENT TO PROVIDE THE HORSE NAMED ABOVE ("HORSE") WITH A SUITABLE FOREVER HOME. I, THE ADOPTER, REPRESENT THAT THE INFORMATION PROVIDED IN THE APPLICATION PROCESS IS TRUE AND CORRECT TO THE BEST OF MY INFORMATION AND BELIEF. I AGREE TO ADOPT THE HORSE FROM SPIRIT WINGS RANCH AND AGREE TO ALL OF THE FOLLOWING CONDITIONS

_____ I am committed to the care for the horse and have it as part of my family for its natural life.

_____ I understand that if made, a donation is non-refundable.

_____ I understand that this adoption may require a home check by SPIRIT WINGS RANCH before it is finalized.

_____ I am financially able to provide for the Horse's needs. This includes food, supplies, shelter and veterinary care.

_____ I understand that the above listed horse and the adoption location may be inspected by a representative of SPIRIT WINGS RANCH upon no less than 2 days (48 hours) notice by phone, email, letter, or other personal contact at the discretion of the Rescue.

_____ Adopter releases, discharges, indemnifies, and holds harmless SPIRIT WINGS RANCH from and against any and all claims, liens, damages, losses and causes of action which may be asserted by Adopter and all third parties for injury or damage to all persons, property or thing whatsoever caused directly or indirectly by the Adopted Animal.

RETURN POLICY

_____ IF YOU WISH TO RETURN THE HORSE YOU MUST CONTACT Spirit Wings Ranch: Spirit Wings Ranch has a commitment to all its animals: to care for them for the lifetime of each animal. If Adopter is unwilling or unable to care for the Pet for its entire lifetime, Adopter must contact Spirit Wings Ranch and arrange for the return of the Horse to a location specified by Spirit Wings Ranch.

_____ YOU MUST CONTINUE TO PROVIDE PROPER CARE FOR THE HORSE UNTIL RETURNED: Adopter is responsible for the proper care of the Horse until the Horse has been delivered to Spirit Wings Ranch and agrees to take all necessary steps to ensure the safe return of the Pet to Spirit Wings Ranch.

_____ YOU CANNOT TRANSFER THE HORSE WITHOUT Spirit Wings Ranch PRIOR WRITTEN APPROVAL: Adopter is not permitted under any circumstances to transfer permanent custody, ownership, or possession of the Horse to anyone, including family or friends or any entity or agency, without Spirit Wings Ranch's prior written approval.

_____ IF YOU FIND A SUITABLE ALTERNATIVE HOME: If Adopter finds a suitable alternative home for the Horse, Adopter must contact Spirit Wings Ranch with the name, address and phone number of the proposed new adopter. Any proposed new adopter is required to complete a Spirit Wings Ranch adoption application and obtain prior written approval from Spirit Wings Ranch as well as meeting any applicable adoption requirements.

_____ 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.

_____ This agreement shall remain in effect until the death of the equine. The terms of the agreement are binding on any future adopter or any third-party person or entity taking possession of the equine. Any future adopter or any third-party person or entity taking possession of the equine must re-sign an agreement with the organization prior to the equine being placed into the possession of any future adopter or any third-party person or entity.

I, the undersigned, understand that:

1. Animals are different from human beings in their response to human actions.
2. The actions of animals are often unpredictable.
3. animals should be closely supervised when they are with children, and
4. SPIRIT WINGS RANCH makes no claims or representations regarding behavior, health, or temperament of animals put up for adoption.

SPIRIT WINGS RANCH (which includes officers, directors, agents, employees, members, heirs, administrators, successors and assigns) and the adopter (the "Adopter"), which term includes, heirs, estate trustees, administrators, successors and assigns), hereby agree that there is no representation, warranty or covenant of any kind from SPIRIT WINGS RANCH regarding:

- The temperament of the animal;
- The health of the animal;
- The training of the animal; and
- The suitability of the animal as a domestic pet.

As a condition of adopting an animal, the Adopter hereby assumes all risk of liability, injury, death, property loss or damage resulting from the actions of the adopted animal. The Adopter hereby releases and forever discharges SPIRIT WINGS RANCH from any and all causes of action, claims or demands which the Adopter or his/her minor children have, or hereinafter may have against SPIRIT WINGS RANCH in any way related to the adoption of the animals.

I confirm that I have read, understand, and consent to the terms of this waiver and release agreement.

Date

Adopter Signature

Printed Name

Date

Spirit Wings Representative

Printed Name