



# HEALING HEROES

## *Through Horsemanship*

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### EQUINE ADOPTION AGREEMENT

Adopter Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of "Equine" to be adopted: \_\_\_\_\_

Year Foaled: \_\_\_\_\_ Sex: \_\_\_\_\_ Height: \_\_\_\_\_

Color: \_\_\_\_\_ Microchip: \_\_\_\_\_

Description/Markings: \_\_\_\_\_

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By and between \_\_\_\_\_, hereinafter referred to as "the Adopter" and Healing Heroes Through Horsemanship, Inc. hereinafter referred to as "the Healing Heroes".

The Adopter agrees to pay an Adoption Fee of \$ \_\_\_\_\_. The Adopter is responsible for all transportation costs and arrangements. The Equine must be collected within five (5) days of signing this contract, unless otherwise agreed in writing. A boarding fee of \$30 per day may be charged for any delay beyond this period.

### TERMS

#### 1. Care and Welfare

This contract relinquishes/transfers ownership from Healing Heroes to the Adopter. The Adopter agrees to provide the equine with a good home and proper treatment and care, including appropriate food, water, shelter, turnout, exercise, farrier services, dental care, and veterinary attention. The Adopter agrees to comply with all applicable laws and regulations related to animal welfare.

Healing Heroes supports AAEP-endorsed guidelines for humane euthanasia. If your veterinarian determines the equine is suffering and has no reasonable chance of recovery, humane euthanasia may be appropriate. However, euthanasia for reasons of convenience, space, behavioral issues, or financial hardship is strongly discouraged. While notification is not required, Healing Heroes appreciates being informed in the event of euthanasia.

## 2. Background and Condition

Healing Heroes places horses from a variety of backgrounds, including owner surrenders, neglect or cruelty cases, and directly off the racetrack. We maintain a full-transparency policy and share all known history, veterinary records, and behavioral observations with the Adopter to the best of our ability. However, while we strive to evaluate each horse's behavior, training, and health, their full history is not always known, and we cannot guarantee future suitability for specific activities.

The equine is adopted in **as-is** condition. Healing Heroes makes no warranty as to soundness, temperament, training level, or fitness for any particular purpose. The Adopter acknowledges that equine activities involve inherent risk and assumes full responsibility upon adoption.

## 3. Pre-Purchase Examination Option

A veterinary pre-purchase exam is recommended by Healing Heroes (to be paid for and arranged by the Adopter).

(Initial) \_\_\_\_\_ Adopter declined pre-purchase / lameness exam **OR**

(Initial) \_\_\_\_\_ Adopter paid \_\_\_\_\_ (veterinarian) for a pre-purchase exam on \_\_\_\_\_ (date) and understands and accepts the results.

## 4. Financial Responsibility

The Adopter assumes full financial and legal responsibility for the equine upon adoption. This includes, but is not limited to, the cost of feed, boarding, routine and emergency veterinary care, farrier and dental services, training, and any other necessary expenses related to the equine's health and welfare.

Healing Heroes shall not be responsible for any expenses incurred by the Adopter related to the equine after the date of adoption, including veterinary, training, boarding, or transportation costs.

## 5. Safety Net and Return Policy

Healing Heroes is committed to the long-term welfare of every equine we place. If challenges arise, we encourage the Adopter to contact us. We are always happy to offer guidance or resources to help keep you and your equine together.

Healing Heroes may, at its sole discretion, apply a credit toward a future adoption if the equine is returned within the first three (3) months *in comparable condition to when adopted*. This credit option is intended for situations where the match simply isn't the right fit – not in cases where the equine has sustained injuries, developed preventable health issues, or experienced a decline in condition under the Adopter's care.

If at any time in the future the Adopter is no longer able to keep the equine, Healing Heroes welcomes the equine back – no matter how much time has passed. The Adopter agrees to cover any transportation costs associated with the return, but there is no penalty for utilizing this safety net.

## **6. Prohibited Uses and Rehoming**

The equine may not be bred, abandoned, auctioned, or sold or transferred for purposes of slaughter, vivisection, or experimentation. If the equine previously raced, the Adopter agrees that it may never be entered into professional, amateur, or informal racing events.

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.

As the legal owner of the equine, the Adopter may gift, sell or otherwise rehome the equine at their discretion. However, we ask that any future owner/caregiver be informed that this horse has a lifelong safety net with Healing Heroes. The Adopter agrees to provide our contact information to the new home and to encourage them to reach out to us at any time if support is needed.

While not required, we would also be grateful to be notified if the equine changes homes in the future – we love staying connected and celebrating our program graduates.

## **7. Liability and Indemnification**

The Adopter understands and acknowledges that equines are large, powerful animals with unpredictable behaviors, and that working with or around them involves inherent risk.

The Adopter agrees to release, indemnify, and hold harmless Healing Heroes, its past and present officers, directors, staff, volunteers, agents, and affiliates from any and all liability, claims, demands, damages, losses, costs (including reasonable attorney's fees), or causes of action arising out of or relating to the equine, including but not limited to injury, illness, property damage, or death occurring after the date of adoption.

This release applies to any claims by the Adopter or third parties and remains in effect indefinitely.

## **8. Trainer Involvement**

The Organization may require the involvement of a professional trainer or riding instructor as a condition

of adoption, depending on the Equine's training level and temperament. In such cases, the Adopter agrees to provide the name and contact information of their trainer upon request.

## **9. Media Use**

Unless otherwise requested in writing, the Adopter grants Healing Heroes permission to use non-identifying photographs or video of the equine in promotional, educational, or fundraising materials in support of its mission.

This may include social media posts, newsletters, grant reports, printed materials, or public presentations that showcase our programs and alumni. Healing Heroes will never share adopter names, addresses, or identifying information without explicit permission.

## **10. Acknowledgement and Agreement to Terms**

The Adopter represents that they have read and agree with all statements and agree to be bound by all conditions contained herein. No changes are accepted without signed approval of both parties.

## **11. Severability**

If any provision of this agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

## **12. Governing Law and Jurisdiction**

This agreement shall be governed by the laws of the State of California. Any disputes arising under this agreement shall be resolved exclusively in the courts of San Luis Obispo County, California.

Adopter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This contract is hereby accepted on behalf of Organization by:

Full Name: \_\_\_\_\_ Position: \_\_\_\_\_

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