

SECOND STRIDE INC. ADOPTION CONTRACT AND LIFETIME CONDITIONAL BILL OF SALE
WITHOUT WARRANTIES

WITNESS THIS CONTRACT ("Contract") executed this ____ day of _____, 2026 by and between Second Stride, Inc., ("Second Stride") and _____ hereafter referred to as "Adopter".

For and in consideration of the sum of \$_____ USD payable to Second Stride, Inc., Second Stride agrees to sell and Adopter agrees to take ownership of "_____", _____, _____, _____. Tattoo #/Chip: _____ ("Adopted Horse"). If the Adopted Horse is sold by Second Stride for an Adoption Fee of no dollars, the parties hereto agree that the consideration for the Contract is:

Second Stride's interest, in furtherance of its charitable corporate purpose, of placing horses in good quality adoptive homes in which said horses can excel in a second career post-racing.

The Adopter's desire to obtain the Adopted Horse for use in that new career along with the obligation's attendant to the proper care and custody of the animal.

C.) Adoption contract is null & void if not signed and returned within 48 hours of receipt by the Adopter.

D.) Adopter agrees that the Adoption Fee is not refundable, nor does Second Stride have any obligation to exchange or trade horses free of charge. Please be sure to vet check your potential horse to be sure it suits your needs if this is an issue for you. We do however agree to help place the Adopted Horse if he or she does not suit your needs or take them back into our program if we are able. We are not liable for any known or unknown defect.

E.) Adopter UNDERSTANDS THAT SECOND STRIDE MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION, WARRANTY OR GUARANTEE ABOUT THE SOUNDNESS, ABILITIES, TEMPERAMENT OR HEALTH REGARDING THE ADOPTED HORSE AND THAT THE ADOPTED HORSE IS BEING ADOPTED "AS IS" IN ITS PRESENT PHYSICAL CONDITION, WITH ALL FAULTS AND DEFECTS OF WHATEVER KIND, LATENT OR PATENT, AND WHETHER KNOWN OR UNKNOWN. ADOPTER UNDERSTANDS AND ACKNOWLEDGES THAT ADOPTER HAS HAD THE RIGHT TO HAVE A PREPURCHASE EXAMINATION PERFORMED BY THE VETERINARIAN OF HIS OR HER CHOICE AT HIS OR HER EXPENSE PRIOR TO EXECUTION OF THIS CONTRACT. ADOPTER WAIVES ANY AND ALL RIGHTS, CLAIMS OR CAUSES KNOWN OR UNKNOWN PERTAINING TO THE ADOPTED HORSE. SECOND STRIDE EXPRESSLY DISCLAIMS ANY STATEMENTS THAT MAY HAVE BEEN MADE TO ADOPTER REGARDING THE ADOPTED HORSE, EXCEPT FOR ANY STATEMENTS WHICH MAY BE CONTAINED IN THE CONTRACT.

F.) The Adopted Horse places with a lifetime not for race or slaughter use clause. The Adopter agrees that neither they, nor any future person or owner, shall race or slaughter the Adopted Horse, sell the Adopted Horse for race or slaughter use, or cause the horse to become available for purchase at an auction that could place the horse at risk of slaughter or race use. The Adopter shall notify any subsequent owners/buyers of the requirements of the Contract Paragraph F and that this no-race and no-slaughter clause transfers to each buyer for the lifetime of the Adopted Horse. Adopter shall include this Contract Paragraph F in any contract in which Adopter sells the Adopted Horse ("Clauses"). Adopter shall also include in that contract a promise from the buyer to include the "Clauses" in that buyer's own contract for the sale of the Adopted Horse, should that event occur. The Adopted Horse will be placed in a database system to track any future race entries and this Contract will be enforced to the fullest extent of the law in case of a breach.

G.) Adopter acknowledges that this is a LIFETIME CONDITIONAL BILL OF SALE and all requirements and restrictions contained herein remain in effect on this ADOPTED HORSE regardless of change of ownership at a later date. The Lifetime Conditional Bill of Sale shall at all times remain attached to the horse's Jockey Club records when available or shall stand alone if not available.

H.) The parties acknowledge that all dealing between them with regard to representations, conditions of adoption and terms of payment for any services are hereby merged with the terms of this Contract.

I.) This Horse's Second Stride registration ID number is SSI _____ - _____. Keep this number handy for any show awards that require the ID#.

J.) Second Stride requests change of ownership be reported to:

anne@secondstride.org or info@secondstride.org or P.O. Box 143, Prospect, KY 40059.

K.) Adopter acknowledges that Second Stride has authority to investigate any reports of alleged abuse or neglect by Adopter at any time, including but not limited to a site visit. Adopter agrees to cooperate with any investigation of alleged abuse or neglect and to provide information as requested by Second Stride, including without limitation photos, videos, vet reports and in-person visits to the horses' current location by Second Stride staff or its appointed representative. A licensed equine veterinarian would be Second Stride's representative of choice to participate in the investigation by examining the subject horse, however, in the event a veterinarian is unable to travel to the location of the horse, a substitute experienced equine professional may be named as Second Stride's representative. Should that veterinarian/experienced equine professional conclude a horse is being neglected or abused, the adopter relinquishes their rights to the horse, it will be removed from that location and transported back to Second Stride for readmission to the adoption program("Repossession"). Should either the Adopter or Second Stride disagree with the opinion of that veterinarian/experienced equine professional, either party may bring in a second veterinarian/experienced equine professional to render an opinion. Should the second veterinarian's/experienced equine professional's opinion differ from the first opinion, the two veterinarians/experienced equine professionals shall appoint a third veterinarian/experienced equine professional to render an opinion. The opinion of the third veterinarian/experienced equine professional would be binding on the Adopter and Second Stride. Adopter agrees that no court order shall be required for Second Stride to Repossess a horse and Adopter agrees to cooperate with Second Stride and/or its agents during the Repossession; all right, title and interest in the Adopted Horse shall thereupon transfer from Adopter to Second Stride. Adopter accepts the conditions set forth in this Contract Paragraph K and hereby releases and forever discharges Second Stride, Inc., and its employees, Board Members, successors, subsidiaries and assigns from any and all claims, demands, obligations, liabilities or damages in any way arising out of or related to Repossession of the Adopted Horse.

L.) Adopter acknowledges that all Second Stride program horses will have first priority back into our program in a case of need. The Adopter agrees to notify Second Stride if they can no longer properly care for the Adopted Horse.

M.) The Adopter agrees to send pictures of the Adopted Horse when requested to do so by Second Stride. Adopter acknowledges and hereby consents that such photos may be used in public awareness or advertising material for Second Stride or our grant funders.

N.) The Adopter agrees to provide assistance when requested for Second Stride's periodic updates to its records on the care and condition of the Adopted Horse. Adopter agrees that such assistance may include but is not limited to the Adopter providing requested information via phone calls, emails, and allowing site visits. Adopter agrees in advance that Second Stride has the right to obtain all veterinary records directly from any veterinarian treating the Adopted Horse and that execution of this Contract shall serve as a release to the applicable veterinarian, authorizing the delivery to Second Stride of all veterinary records maintained pertaining to the Adopted Horse.

O.) Adopter agrees that the Adopted Horse will be picked up within (5) days of signing this Contract. A board rate of \$50 per day will be required after 5 days.

P.) Adoption is executed upon signed contract, approved adoption application, and receipt of adoption fee. Unless otherwise agreed upon in writing, shipping and all care expenses of the Adopted Horse are the responsibility of the Adopter upon execution of this Contract. Risk of loss passes to the Adopter upon actual possession of the Adopted Horse being taken by the Adopter or by Adopter's agent (including but not limited to any person or firm hired by the Adopter to transport or care for the Adopted Horse).

Q.) Adopter shall indemnify, hold harmless, and defend Second Stride, Inc., its employees, volunteers, Board Members, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or involving, directly or indirectly, the Adopted Horse or breach of this Contract provided that such claim, damage, loss or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

R.) This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Contract, the parties agree that the venue shall be the state courts of Jefferson County, Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

S.) This Contract contains the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Contract supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Contract. This Contract cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

(T.) This Contract may be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Contract. A waiver by either party of a breach of this Contract shall not operate or be construed as a waiver of any subsequent breach.

(U.) This Contract shall be binding upon and inure to the benefit of this parties hereto and their respective heirs, successors and assigns.

(V.) If any court of competent jurisdiction holds any provision of this Contract unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Contract and shall not affect any other provision hereunder.

(W.) This Contract may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

(X.) Adopter shall not assign or subcontract any portion of this Contract without the express written consent of Second Stride. Any purported assignment or subcontract without the written consent of Second Stride shall be void. Adopter agrees that Second Stride may consent, or refuse consent, to any request for assignment or subcontract in its sole discretion.

WARNING: Under Kentucky law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.

ADDITIONAL NOTES:

Second Stride, Inc.
P.O. Box 143
Prospect, KY 40059
(502) 241-8440
www.secondstride.org
info@secondstride.org

By: _____
(Second Stride signature)

Adopter:
Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

By: _____
(Adopter's signature)