

PEGASUS THERAPEUTIC RIDING, INC.

EQUINE ADOPTION AND REHOMING AGREEMENT

This Equine Adoption and Rehoming Agreement ("Agreement") is entered into by and between **Pegasus Therapeutic Riding, Inc.** ("Pegasus") and:

Adopter Name: _____

Address: _____

City/State/ZIP: _____

Telephone: _____ **Email:** _____

for the transfer and rehoming of the following equine:

Equine Name: _____

Breed: _____ **Sex:** _____

Age/Date of Birth: _____ **Color:** _____

Registration Number, if applicable: _____

Microchip Number, if applicable: _____

The equine identified above shall be referred to throughout this Agreement as the "Equine."

1. OWNERSHIP AND TRANSFER

Pegasus represents that it is authorized to transfer ownership of the Equine.

Ownership shall transfer to the Adopter upon execution of this Agreement, completion of any required adoption procedures, payment of any applicable adoption or rehoming fee, and physical transfer of the Equine.

Adoption/Rehoming Fee, if applicable: \$ _____

Except as specifically stated regarding ownership, the Equine is transferred in its present condition.

Pegasus makes no guarantee or warranty, express or implied, regarding the Equine's future health, soundness, temperament, behavior, performance, suitability, or fitness for any particular purpose.

2. ADOPTION APPROVAL

Pegasus will evaluate each proposed placement based on the individual needs and welfare of the Equine.

Prior to adoption:

- The prospective Adopter must visit Pegasus and be observed interacting with the Equine.
- Pegasus may require the prospective Adopter to groom, handle, lead, ride, or otherwise interact with the Equine, as appropriate.
- Pegasus will conduct a site visit of the property or boarding facility where the Equine will reside before transfer.
- Pegasus may request veterinary, farrier, trainer, barn manager, or personal references.
- Pegasus may consider the distance between the proposed home and Pegasus when determining placement suitability.

The Adopter **does not need to currently own another equine** in order to be eligible for adoption.

The Adopter must, however, demonstrate that the Equine will have appropriate companionship, social interaction, housing, turnout, and management consistent with the Equine's needs.

Pegasus reserves the right to approve or deny any proposed adoption based on the welfare and best interests of the Equine.

3. CARE AND WELFARE

The Adopter agrees to provide humane and responsible care for the Equine at all times, including:

- Adequate nutrition;
- Continuous access to clean water;
- Appropriate shelter;
- Safe fencing and facilities;
- Suitable turnout and exercise;
- Routine and emergency veterinary care;
- Appropriate farrier care;
- Routine dental care;
- Vaccinations and parasite management as recommended;

- Appropriate grooming and daily observation;
- Humane handling and training practices; and
- Appropriate companionship and social interaction.

The Adopter agrees to seek veterinary attention when the Equine experiences illness, injury, lameness, significant weight change, behavioral change, or another condition requiring professional care.

The Equine shall be maintained in accordance with applicable animal welfare laws and generally accepted standards of equine care.

4. DISCLOSURE OF EQUINE INFORMATION

Pegasus will provide the Adopter with known and available information concerning the Equine, which may include:

- Veterinary history;
- Soundness concerns;
- Medications or supplements;
- Feeding requirements;
- Farrier needs;
- Dental history;
- Behavioral characteristics;
- Training history;
- Riding or workload limitations; and
- Other known special care requirements.

The Adopter acknowledges that Pegasus may not possess the Equine's complete lifetime medical, training, behavioral, or ownership history.

The Adopter understands that the health, behavior, temperament, and abilities of an equine may change over time.

5. INTENDED USE

The Adopter intends to use the Equine for:

Known restrictions or special requirements:

The Adopter agrees not to knowingly use the Equine in any activity that exceeds the Equine's physical, behavioral, medical, or training capabilities.

6. PROHIBITION AGAINST SLAUGHTER

The Equine shall never be sold, transferred, donated, leased, consigned, released, given away, auctioned, or otherwise placed into the possession of any individual or organization that would cause or allow the Equine to be sold at auction for slaughter or otherwise enter the slaughter pipeline.

This prohibition applies to the Adopter and to any future individual or organization that owns, possesses, leases, borrows, cares for, or otherwise takes possession of the Equine.

This prohibition shall remain in effect for the lifetime of the Equine.

Any future transfer agreement must include this same lifetime prohibition against slaughter.

7. NO ABANDONMENT

The Equine shall never be abandoned.

If the Adopter becomes unable or unwilling to continue caring for the Equine, the Adopter must contact Pegasus before surrendering, transferring, selling, giving away, leasing, or otherwise placing the Equine with another individual or organization.

8. FUTURE TRANSFER OR REHOMING

If the Adopter wishes to sell, give away, donate, lease, loan, transfer, permanently relocate, or otherwise rehome the Equine, Pegasus must be notified **before possession of the Equine is transferred**.

Pegasus shall have **first right of refusal**.

If Pegasus does not exercise its right of first refusal, Pegasus must approve the proposed new individual or organization before the Equine is transferred.

The Adopter must provide Pegasus with the following information in writing:

Proposed New Owner/Organization: _____

Address: _____

Telephone: _____

Email, if available: _____

Location where Equine will reside: _____

Pegasus may request additional information reasonably necessary to evaluate the proposed placement.

No transfer may occur without written approval from Pegasus.

9. LIFETIME APPLICATION OF AGREEMENT

This Agreement shall remain in effect for the lifetime of the Equine.

The terms and restrictions of this Agreement shall apply to any future adopter, owner, lessee, borrower, custodian, third-party individual, or organization that takes possession of the Equine.

A copy of this Agreement must accompany and be incorporated into any future agreement involving the sale, adoption, lease, loan, transfer, or placement of the Equine.

Any future owner, adopter, lessee, borrower, organization, or other party taking possession of the Equine must acknowledge and agree to the continuing terms of this Agreement before taking possession of the Equine.

10. RETURN TO PEGASUS

If the Adopter is no longer able or willing to care for the Equine, the Adopter may contact Pegasus regarding return of the Equine.

Pegasus shall have the first opportunity to:

- Accept return of the Equine;
- Assist with locating another appropriate placement; or
- Approve a proposed new home.

Pegasus will make reasonable efforts to assist with the safe placement of the Equine.

Immediate physical return to Pegasus may depend upon available space, staffing, resources, and the needs of Equines already in Pegasus's care.

Unless otherwise agreed in writing, transportation and related costs shall be the responsibility of the Adopter.

Any adoption or rehoming fee previously paid is nonrefundable unless Pegasus agrees otherwise in writing.

11. BREACH OF AGREEMENT

A material breach of this Agreement may include:

- Abuse or neglect of the Equine;
- Abandonment;
- Failure to provide necessary care;
- Transfer without Pegasus approval;
- Placement of the Equine at risk of slaughter;
- Breeding of the Equine;
- Providing materially false information concerning the Equine's care, ownership, or location; or
- Failure to comply with the future transfer requirements of this Agreement.

If a material breach occurs, Pegasus may require corrective action, require that the Equine be returned to Pegasus, or require transfer to another placement approved by Pegasus, subject to applicable law.

Pegasus may contact appropriate animal welfare or governmental authorities if Pegasus reasonably believes the Equine is being abused, neglected, abandoned, or otherwise maintained in violation of law.

12. UPDATES

The Adopter agrees to provide Pegasus with updates for as long as the Adopter owns or is responsible for the Equine.

At minimum, the Adopter shall provide an annual update that may include:

- Recent photographs;
- General information regarding the Equine's health and condition;
- Current location;
- Changes in use;
- Significant medical or soundness concerns; and
- Relevant veterinary records when reasonably requested.

The Adopter agrees to respond to reasonable inquiries from Pegasus regarding the welfare of the Equine.

13. VISITS

Pegasus reserves the right to make scheduled visits to observe the Equine and its living conditions.

The Adopter agrees to reasonably cooperate in arranging such visits.

Pegasus may request an expedited visit when there is a reasonable concern regarding the health, safety, or welfare of the Equine.

Pegasus shall not enter private property without permission except as otherwise permitted by law.

14. LOCATION OF EQUINE

The Equine will initially reside at:

Farm/Facility Name: _____

Address: _____

City/State/ZIP: _____

Property Owner/Barn Manager, if applicable: _____

Telephone: _____

The Adopter agrees to notify Pegasus if the Equine is permanently relocated.

15. REFERENCES

Pegasus may request one or more of the following references:

- Veterinarian
- Farrier
- Trainer/Instructor
- Barn Manager
- Personal Reference
- Other: _____

The Adopter authorizes Pegasus to contact references provided for the purpose of evaluating the proposed placement.

16. BREEDING

The Equine shall not be bred.

The Adopter agrees not to use or permit the Equine to be used for breeding purposes.

This restriction shall continue to apply to any future owner or person taking possession of the Equine.

17. SERIOUS ILLNESS, INJURY, EUTHANASIA, OR DEATH

The Adopter agrees to notify Pegasus within a reasonable period if the Equine:

- Suffers a catastrophic injury;
- Develops a serious or life-threatening illness;
- Is euthanized; or
- Dies.

Nothing in this Agreement prevents the Adopter and a licensed veterinarian from making an immediate humane euthanasia decision when necessary to prevent unnecessary suffering.

Euthanasia should be conducted in accordance with accepted humane veterinary practices.

The Equine shall never be sent to slaughter as an alternative to humane euthanasia.

18. MICROCHIP INFORMATION

Pegasus does **not** require the Equine to be microchipped as a condition of adoption or transfer.

If the Equine is already microchipped, available identifying information may be recorded below:

Microchip Number: _____

Registry, if known: _____

19. ASSUMPTION OF RISK

The Adopter understands that equines are large animals capable of unpredictable behavior and that owning, handling, riding, training, transporting, boarding, and caring for equines involve inherent risks.

Following transfer, the Adopter accepts responsibility for the Equine and assumes the risks associated with the Equine's ownership, possession, care, management, handling, transportation, and use.

20. RELEASE AND INDEMNIFICATION

To the fullest extent permitted by law, following transfer of ownership, the Adopter assumes responsibility for claims, expenses, damages, injuries, losses, or liabilities arising

from the ownership, possession, care, management, handling, transportation, or use of the Equine.

The Adopter agrees to indemnify and hold harmless Pegasus Therapeutic Riding, Inc., its directors, officers, employees, volunteers, representatives, and agents from claims arising from the Equine after transfer, except to the extent prohibited by applicable law.

21. COSTS AFTER TRANSFER

Following transfer, the Adopter assumes responsibility for all costs associated with the Equine, including:

- Veterinary care;
- Emergency treatment;
- Farrier services;
- Feed and supplements;
- Dental care;
- Boarding;
- Transportation;
- Training;
- Insurance;
- Equipment; and
- Other costs associated with responsible ownership.

22. ENTIRE AGREEMENT

This Agreement contains the full understanding between Pegasus and the Adopter regarding the adoption and rehoming of the Equine.

Any amendment or modification must be made in writing and signed by both Pegasus and the Adopter.

If any portion of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

23. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **State of New York**.

24. ACKNOWLEDGMENT

By signing below, the Adopter acknowledges that the Adopter:

- Has read and understands this Agreement;
- Has had an opportunity to ask questions regarding the Equine;
- Has had an opportunity to evaluate the Equine prior to adoption;
- Accepts the Equine in its present condition;
- Accepts responsibility for the Equine following transfer;
- Agrees to provide appropriate care;
- Understands that Pegasus must approve any future transfer;
- Understands that Pegasus has first right of refusal;
- Understands that this Agreement remains in effect for the lifetime of the Equine;
- Understands that its terms apply to future individuals or organizations taking possession of the Equine;
- Understands that the Equine may not be bred; and
- Understands that the prohibition against slaughter remains in effect for the lifetime of the Equine.

SIGNATURES

IN WITNESS WHEREOF, the parties execute this Agreement on the _____ day of _____, 20.

PEGASUS THERAPEUTIC RIDING, INC.

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

ADOPTER

Printed Name: _____

Signature: _____

Date: _____

DOCUMENTS PROVIDED AT TRANSFER

- Veterinary records
- Current Coggins
- Vaccination information
- Farrier information
- Dental records
- Feeding instructions
- Medication/supplement information
- Behavioral/training information
- Registration papers
- Microchip information, if applicable
- Other: _____

PEGASUS USE ONLY

Site visit completed by: _____

Date: _____

References checked by: _____

Date: _____

Adoption approved by: _____

Date: _____

Equine departure date: _____

Transportation arrangements: _____