



**THE WILD HORSE FOUNDATION
P.O. BOX 692
FRANKLIN, TEXAS 77856**

EQUINE ADOPTION CONTRACT

IF YOU HAVE LEFT A DEPOSIT TO ADOPT A HORSE IT WILL NOT GUARANTEE THE HORSE UNTIL ALL THE ADOPTION FORMS, ALL 3, EQUINE CONTRACT, APPLICATION, POLICY REQUIREMENTS HAVE BEEN FILLED OUT RETURNED AND APPROVED. YOU MUST GET THESE FORMS IN QUICKLY) THE WHF RESERVES THE RIGHT TO REFUSE ADOPTION PRIVILEGES. ADOPTIONS FEES DEPOSITS ARE NON-REFUNDABLE. IN THE INTERIM IF SOMEONE ELSE PAYS THE FEES AND THE PAPER WORK IS COMPLETED THEY HAVE FIRST CHOICE. THEN WE WILL REFUND YOUR DEPOSIT.

THIS AGREEMENT IS MADE ON THE _____ DAY OF _____, _____ BY AND BETWEEN _____, HEREAFTER REFERRED TO AS 'ADOPTER" AND WILD HORSE FOUNDATION, INC. HEREAFTER REFERRED TO AS WHF.

WHF IS TURNING OWNERSHIP OF EQUINE NUMBER WHF-_____, NAMED _____, HEREAFTER REFERRED TO AS "EQUINE", TO THE ADOPTER. THE EQUINE IS REGISTERED WITH _____, REGISTRATION NUMBER _____. THIS EQUINE IS _____ (COLOR) WITH THE FOLLOWING MARKINGS, ATTACHÉ PICTURE: _____

THE ADOPTER WISHES TO FINALIZE ADOPTION OF THE EQUINE AND AGREES TO THE FOLLOWING CONDITIONS: **PLEASE INITIAL EACH LINE**

_____ THE ADOPTER WILL BE FINANCIALLY RESPONSIBLE FOR ALL EXPENSES INCURRED BY THE EQUINE.

_____ THE ADOPTER AGREES TO RELEASE THE EQUINE TO THE REPRESENTATIVE OF WHF IF THAT REPRESENTATIVE HAS FOUND THAT THE EQUINE IS NOT BEING ADEQUATELY CARED FOR PROVIDING THAT REPRESENTATIVE HAS A LETTER SIGNED BY AT LEAST ONE OFFICER OF WHF IN HIS OR HER POSSESSION THAT STATES WHY THE EQUINE IS BEING REMOVED. THE CARE OF ADOPTED EQUINE IS THE SOLE JUDGMENT OF THE WHF.

_____ THE ADOPTER SHALL RELEASE TO ANY OFFICER, CONSTABLE, AND LAW ENFORCEMENT THE ADOPTED EQUINE (S) AT THE SOLE EXPENSE OF THE ADOPTER AND IF LEGAL COURSE IS

NECESSARY ALL FEES CLAIMED SHALL BE THE SOLE RESPONSIBILITY OF THE ADOPTER TO BE ACCORDINGLY.

_____ THE ADOPTER AGREES TO PROVIDE ADEQUATE FOOD, WATER, SHELTER, AND VETERINARY CARE TO THE EQUINE.

_____ THE ADOPTER AGREES TO NEVER SEND TO SLAUGHTER THE ABOVE DESCRIBED EQUINE FOR THE DURATION OF ITS LIFE. IF THE ADOPTER VIOLATES THIS, THE ADOPTER AGREES THAT A VALUE OF \$5,000 HAS BEEN PLACED ON THE EQUINE AND THAT THE ADOPTER MAY BE HELD LIABLE FOR THE VALUE OF THE EQUINE AND ANY COSTS INCURRED BY WHF WHEN TRYING TO RECOVER THE EQUINE.

_____ THE ADOPTER AGREES TO NOT HOLD WHF RESPONSIBLE FOR ANY VETERINARY CARE OR OTHER EXPENSES INCURRED BY THE EQUINE AFTER THE ADOPTION CONTRACT IS SIGNED.

_____ THE ADOPTER AGREES TO PROVIDE WRITTEN NOTICE TO WHF WHEN THE EQUINE DIES AND CAUSE OF DEATH, VET REQUIRED NOTIFICATION.

_____ THE ADOPTER AGREES TO PROVIDE WRITTEN NOTICE OF ANY CHANGE OF LOCATION OF THE EQUINE.

_____ THE ADOPTER AGREES TO ALLOW REPRESENTATIVES OF WHF TO CHECK ON THE EQUINE THROUGHOUT THE FIRST YEAR, THUS GIVING WHF REPRESENTATIVE AUTHORIZATION TO VISIT AND CHECK ON THE EQUINE FROM AN OFFICER OR DIRECTOR OF WHF OR THAT SAID VISIT HAS BEEN ARRANGED WITH THE ADOPTER UPON SIGNING THIS CONTRACT.

_____ WHF WILL NOT BE RESPONSIBLE FOR ANY DAMAGES OR INJURIES CAUSED BY THE EQUINE.

_____ THE ADOPTER AGREES NOT TO HOLD WILD HORSE FOUNDATION, LIABLE IN THE EVENT OF INJURY, DEATH, OR DAMAGE TO ANY HUMAN, ANIMAL, OR PROPERTY AS A RESULT OF ACTIVITIES OR ACTIONS OF THE EQUINE. THE ADOPTER AGREES TO ASSUME ALL LIABILITY ASSOCIATED WITH THE EQUINE. IF THE ADOPTER DIES EITHER BEFORE OR AFTER THE ONE YEAR PROBATION PERIOD HAS PASSED, HIS OR HER FAMILY WILL BE ALLOWED TO KEEP THE EQUINE PROVIDING THEY ARE ABLE AND WILLING TO PROVIDE A HOME FOR THE EQUINE OR THEY MAY RETURN THE EQUINE TO THE WHF

_____ THIS CONTRACT MAY BE AMENDED ONLY UPON WRITTEN AGREEMENT OF THE WHF.

_____ I HAVE NEVER SURRENDERED A HORSE. (IF YES THEN APPLICATION MUST BE APPROVED BY THE FULL BOARD OF THE WILD HORSE FOUNDATION BEFORE ANY FURTHER ADOPTION PROCESS CAN BE ACCEPTED.)

_____ THE ADOPTER HAS READ, UNDERSTANDS, AND WILL HEED THE FOLLOWING: WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

_____ THIS CONTRACT AND ALL OF ITS PROVISIONS SHALL BIND THE HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, AND ASSIGNS OF THE PARTIES HERETO.

_____ IF ANY PORTION OF THIS CONTRACT IS HELD TO BE INVALID OR UNENFORCEABLE, ALL OTHER PORTIONS SHALL CONTINUE IN FULL FORCE.

_____ I AGREE THAT MY ADOPTION FEE WILL BE CONVERTED TO A DONATION TO THE FOUNDATION TO BE DONATED INTO THE GENERAL FUND SHOULD I FAIL TO PICK UP MY ADOPTED HORSE(S) ON SCHEDULE DATE OR SHOULD MY ANY OF MY INFORMATION BE FALSE ON THIS APPLICATION OR AGREEMENT AND ADOPTED HORSE (S) WILL BE RETURNED TO THE WILD HORSE FOUNDATION

AT MY EXPENSE WITHIN 5 DAYS OF MY FAILURE TO COMPLY. ADOPTION FEES ARE IMMEDIATELY DONATED AND RECEIPT WILL BE PROVIDED TO ME FOR SUCH DONATION FOR TAX PURPOSES.

ADOPTER FULL NAME

DATE

ADDRESS

CITY

STATE

ZIP CODE

HOME PHONE

WORK PHONE

CELL PHONE

MAILING ADDRESS (IF DIFFERENT)

CITY

STATE

ZIP CODE

EMAIL ADDRESS

DL NUMBER

ISSUING STATE

EXP DATE

REPERSENTATIVE OF WILD HORSE FOUNDATION

DATE

WITNESS

DATE