

## **TERMS OF ADOPTION CONTRACT**

The following are the terms of the Ride-A-Rescue's Adoption Contract which will be completed following satisfactory completion of all preliminary terms and approval of adoption in question:

At the time of adoption, the RAR will provide the Adopter with any health records it has relating to the animal and information as to the kind and amount of feed the animal is presently receiving. Animals adopted from the RAR include no guarantees regarding the soundness, temperament, or general condition. Adopter recognizes and agrees to hold harmless the RAR, its heirs or assigns forever, for any damage or injury to property or persons by the adopted horse.

The adopter will, at his/her own expense, provide the adopted animal with adequate and proper quantities of wholesome feed and water; safe and adequate shelter; proper and adequate exercise; appropriate hoof care and veterinary attention (including such treatment and preventative care against parasites as may be recommended in the New River Valley, South West Virginia area; and, in general, treatment in accordance with humane and prudent practices of equine and/or large animal care.

The adopter agrees to advise the RAR of the place where the animal will be kept, then further agrees that a representative of RAR may make unannounced visits at any time to any location where the animal is located to confirm that the care required in paragraph above is being provided. This agreement authorizes the RAR to enter such property to make an unannounced visit.

The adopter agrees that the animal will not be moved to any facility for stabling, training, or general care without the prior approval of the RAR. The adopter further agrees that the animal will not be sold, leased, or otherwise transferred without prior approval of the RAR.

The adopter agrees that the animal will not be used for breeding or racing purposes.

In the event that the placement does not work out for any reason, or the adopter is unable or unwilling to care for the adopted animal, the RAR requires that the horse be returned to RAR. The animal will be transferred to RAR without charge or liability for expenses incurred by the adopter.

The adopter agrees to notify RAR in the event of the animal's death.

The adopter further agrees that in the event that RAR determines that there has been a material violation of the terms of the adoption agreement (including, but not limited to, failure to provide adequate care as described, failure to allow access for an on-site inspection as described, or by moving the animal without prior approval) or is notified of the adopter's involvement with a Humane Society or Animal Control agency resulting in a warning or citation for the inhumane treatment of any animal, adopter will be in breach of the adoption agreement and RAR may recover immediate possession of the animal. If such an event takes place, the RAR may enter any property where the animal is located and take immediate possession of the animal with no liability. At such time, adopter's rights shall terminate and adopter agrees that he shall have no direct cause of action or claim against the RAR, its officers, directors, staff, or volunteers regarding such removal and termination of rights.