End of the Trail RESCUE INC.
5814 Colorado Highway 348, Olathe, CO 81425
Phone: 970.901.0502 ● Fax: 970.323.9090
www.eottr.org

EQUINE(S) ADOPTION CONTRACT

Please read the following very carefully before signing.

This Equine(s) Adoption Contract ("Contract") is a contract between End of the Trail Rescue, Inc. (hereafter referred to as EOTTR) and _____ ("Adopter"), residing at _____ ("Adopter Home").

This Contract will remain in effect from the date of signature throughout the life of the EOTTR equine(s) adopted by Adopter.

The Adopter has successfully completed the mandatory six-month fostering period for the equine(s), and has been approved by EOTTR to adopt the following equine(s) [DESCRIBE EQUINE(S) – NAME / ID NUMBER]:

_____

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In consideration of being allowed to adopt the equine(s) owned by EOTTR, and intending to be legally bound, the Adopter agrees and affirms to comply with the following terms in this Contract:

MEDICAL AND OTHER CARE

- Adopter agrees to pay for and provide the adopted equine(s) proper and nutritious amounts of food to keep the equine(s) in good flesh with good body condition, fresh water, safe fencing, adequate shelter, and kind treatment at all times. Adopter agrees to ensure that if the equine(s) is stabled, that the stable provides all of the above items.
- Adopter agrees to pay for all medical and farrier costs for the adopted equine(s) for the duration of the equine(s) life, except if EOTTR in its sole discretion agrees in writing to cover certain of those costs. Specifically:
- Adopter agrees to have a licensed veterinarian administer routine vaccinations to the equine(s) including, but not limited to: Eastern/Western Encephalitis, Tetanus, Rabies, Flu, Rhino, West Nile and any other inoculations for endemic diseases as recommended by Adopter's veterinarian.
- Adopter agrees to provide rotational deworming and proper farrier care as suggested by EOTTR for the adopted equine(s).
- Adopter agrees to have any injury or illness of the adopted equine(s) treated by a licensed veterinarian. If the adopted equine(s) needs medical treatment that the Adopter cannot afford, **Adopter agrees to contact EOTTR immediately for a decision regarding the adopted equine(s) care.**
- Adopter agrees that in case of an illness or injury in which the adopted equine(s) must be euthanized to prevent suffering, the Adopter must attempt to contact an EOTTR representative before the procedure is done. If an EOTTR representative cannot be reached and the adopted equine(s) must be euthanized,

EOTTR must be contacted within 24 hours of the equine(s) death. Adopter agrees to provide EOTTR with a licensed veterinarian's statement/cause of death if the adopted equine(s) is euthanized or dies of natural causes.

ADOPTER'S RELATIONSHIP WITH EOTTR AND EOTTR'S CO-OWNERSHIP OF EQUINE(S)

- Adopter agrees to provide an update to EOTTR about the adopted equine(s) every six months, using the attached reporting form or some other mutually agreeable format to provide the requested information. Adopter further agrees that EOTTR has the right to follow up with Adopter at any time during the life of the adopted equine(s), including communications via email and phone as well as checking on the adopted equine(s) at the Adopter Home upon prior notice and at a mutually agreed upon time.
- Adopter agrees to not transfer, sell, auction, give away, lease out, or otherwise have or cause any other person to claim to have any partial or full ownership of the adopted equine(s). **Adopter further understands that EOTTR will remain as a co-owner of the horse as listed on the Brand Inspection to ensure that the above does not happen**.
- Adopter understands and agrees that the adopted equine(s) may not be bred and may not be used for purposes of professional rodeo, barrel racing, horse racing, or other similar commercial purposes.
- Adopter agrees to keep confidential all information provided by EOTTR about the adopted equine(s), including not limited to interaction with animal control authorities, information regarding pending cruelty cases, EOTTR policies & procedures and other related matters.

RETURN OF THE ADOPTED EQUINE(S) TO EOTTR

- In the event that Adopter is unwilling or unable to continue caring for the adopted equine(s), Adopter agrees to return the adopted equine(s) to EOTTR, and to give notice in writing to EOTTR thirty (30) days prior to returning the equine(s). Adopter further agrees to transport the equine(s) at Adopter's cost to the EOTTR facility in Olathe, CO. EOTTR may waive the transportation cost requirement at EOTTR's sole discretion if it is in the best interest of the equine(s).
- Adopter understands and agrees that if Adopter fails to provide proper care for or neglects the adopted equine(s), or breaches any other term of this Contract, or if Adopter is convicted of a crime, EOTTR may, at its sole discretion, remove any adopted equine(s) from the Adopter Home.
- By signing this Contract, Adopter hereby waives any and all rights Adopter may have to any claim for conversion, trespass or any other statutory, regulatory, contractual, or tort claims that Adopter may otherwise have against EOTTR and/or its officers, directors, employees, insurers, volunteers, agents, successors, and assigns as a result of EOTTR reclaiming of the adopted equine(s) from the Adopter Home for breach of Contract or because the Adopter was convicted of a crime.
- Upon return of the adopted equine(s) to EOTTR due to the Adopter's breach of this Contract or because Adopter was convicted of a crime, Adopter agrees that it forfeits any rights of use, ownership or possession of the adopted equine(s), and that Adopter is not entitled to a refund of the adoption fee.

ASSUMPTION OF RISK / LIABILITY WAIVER AND RELEASE

- Adopter understands that there are major risks involved in being around the adopted equine(s), including but not limited to injury or illness from a kick, buck or bite, and that the adopted equine(s) may not behave or perform in the manner that Adopter expected. Adopter understands and agrees that any injury or illness incurred by Adopter as a result of the adopted equine(s), and all medical costs associated with such injury or contracted illness or disease, will be Adopter's sole responsibility.
- By agreeing to adopt an equine(s) from EOTTR, Adopter voluntarily assumes all risks of injury or illness, including but not limited to the risks stated above, and agrees not to hold EOTTR or any of its affiliates, directors, officers, employees, agents, contractors, or volunteers liable for any illness or injury.

- Adopter, on their own behalf and behalf of their heirs, executors, administrators or anyone else who might claim on Adopter's behalf, hereby expressly waives and releases any and all claims, now known or hereafter known, against EOTTR or any of its affiliates, directors, officers, employees, agents, contractors, or volunteers from any or all claims or liability for death, personal injury or property damage of any kind of nature whatsoever arising out of, or in the course of, adopting an equine(s) from EOTTR.
- Adopter agrees to accept all responsibility for any action or lien resulting from any action, directly or indirectly involving any adopted equine(s) while it is in Adopter's care. Adopter understands and agrees that neither EOTTR nor its employees or agents will be liable for any damages or injury caused to any third person while the adopted equine(s) is under Adopter's care. Adopter further agrees that if any third person makes a claim against EOTTR or any of its employees or agents as a result of any conduct of the adopted equine(s) while it is under Adopter's care, Adopter agrees to indemnify and hold EOTTR its employees and agents harmless from any such claim including costs and attorney fees resulting from such claim.

GENERAL TERMS OF CONTRACT

- This Contract will be governed and construed in accordance with the laws of the State of Colorado without regard to the conflicts of law or principles thereof. Any suit brought hereon shall be brought in the state or federal courts sitting in the State of Colorado.
- In the case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Contract, and this Contract shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality or unenforceability.
- No waiver by EOTTR of any breach by Adopter of any of the provisions of this Contract shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.
- This Contract constitutes the entire agreement of the parties with respect with respect to the adoption of the equine(s) by Adopter and supersedes any and all prior oral agreements in regards thereto, except that EOTTR at its sole discretion may agree in writing with Adopter to cover certain expenses for the adopted equine(s).

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE TO ALL OF THE TERMS OF THIS CONTRACT, INCLUDING THE LIABILITY WAIVER AND RELEASE, AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS.

Signature of Adopter: _____

Printed Name: _____ Date: _____

Signature of EOTTR Representative: _____

Printed Name: _____ Date: _____

For EOTTR Use Only:

$_____ Adoption Fee received via _____ on _____