



*Sandhills Horse Rescue*  
PO Box 903  
Spring Lake, North Carolina 28390  
[www.SandhillsHorseRescueNC.com](http://www.SandhillsHorseRescueNC.com)  
[SandhillsHorseRescue@gmail.com](mailto:SandhillsHorseRescue@gmail.com)

### Equine Adoption Agreement

This equine adoption lease (hereafter referred to as EAA) is made this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Sandhills Horse Rescue (hereafter referred to as SHR) and \_\_\_\_\_ (hereafter referred to as Adopter). The purpose of this EAA is to grant to the adopter the right to possess and use the below described equine in accordance with, and subject to, the terms of this agreement, in exchange for adopter's performance of adopter's duties and obligations, a non- refundable donation to SHR of \_\_\_\_\_, and the granting to SHR of the rights set out below.

#### **I. Description of Adopted Equine**

The subject of this EAA is a horse/pony/mule/donkey known as \_\_\_\_\_, and being described as follows:

Name - \_\_\_\_\_

Registration: Registry - \_\_\_\_\_ # - \_\_\_\_\_

Registered Name - \_\_\_\_\_

Species - Equine Age - \_\_\_\_\_ years / months Sex - Mare / Gelding / Stallion

Breed - \_\_\_\_\_ Color - \_\_\_\_\_

Behavior / Training - \_\_\_\_\_

Medical Status - \_\_\_\_\_

Additional Required / Specialty Care - \_\_\_\_\_

Additional Limitations - \_\_\_\_\_

Type / Amount of Feed/Grain - \_\_\_\_\_

Supplements - \_\_\_\_\_

Type of Hay - \_\_\_\_\_

Last Vaccination(s) - \_\_\_\_\_ Date - \_\_\_\_\_

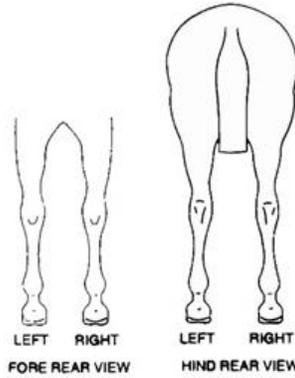
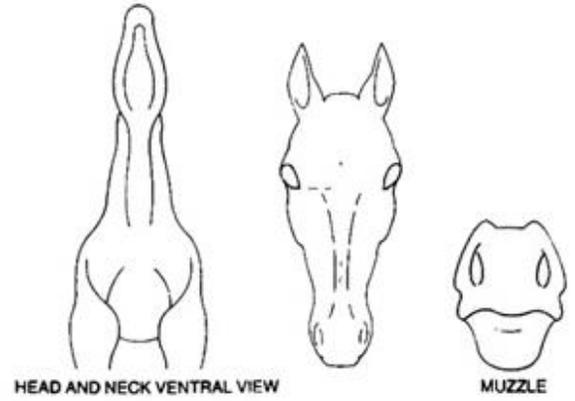
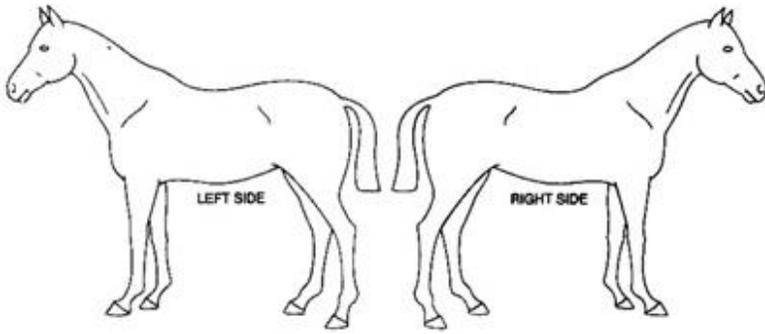
Last Deworming - \_\_\_\_\_ Date - \_\_\_\_\_

Current Veterinarian - \_\_\_\_\_

City, State - \_\_\_\_\_

Current Farrier - \_\_\_\_\_

City, State - \_\_\_\_\_



Insert Photos showing Color and Markings (if available) -



**II. Adopter**

**Adopter Information:**

Name (first, middle, last, suffix) - \_\_\_\_\_

Physical Address - \_\_\_\_\_

County of Residence - \_\_\_\_\_

Mailing Address - \_\_\_\_\_

Home phone # - \_\_\_\_\_      Alternate phone # - \_\_\_\_\_

Email - \_\_\_\_\_

Driver's License - State \_\_\_\_\_      Number \_\_\_\_\_

State of Residency - \_\_\_\_\_ Social Security Number - \_\_\_\_\_

**Facility / Farm Information (where equine will be stabled, if different than above):**

Name - \_\_\_\_\_

Physical Address - \_\_\_\_\_

County of Address - \_\_\_\_\_

Mailing Address - \_\_\_\_\_

Primary phone # - \_\_\_\_\_ Alternate phone # - \_\_\_\_\_

**Facility / Farm Owner's Information (if different than above):**

Name (first, middle, last, suffix)- \_\_\_\_\_

Physical Address - \_\_\_\_\_

County of Residence - \_\_\_\_\_

Mailing Address - \_\_\_\_\_

Home phone # - \_\_\_\_\_ Alternate phone # - \_\_\_\_\_

**Property Owner's Information (if different than above):**

Name (first, middle, last, suffix) - \_\_\_\_\_

Physical Address - \_\_\_\_\_

County of Residence - \_\_\_\_\_

Mailing Address - \_\_\_\_\_

Home phone # - \_\_\_\_\_ Alternate phone # - \_\_\_\_\_

**III. Duties of SHR**

Upon execution of this EAA, SHR agrees to transfer to Adopter possession of the listed equine upon an agreed upon date and location and agrees to:

- disclose all known information, both favorable and unfavorable, to the adopter verbally or in writing relating to the equine being adopted prior to this agreement being signed. Information about the listed equine's known history, known past and current health problems, and/or current condition is attached. SHR makes no representations as to the completeness or accuracy of this information.
- perform a site inspection where the equine will be stabled prior to the agreement being signed
- make contact with any or all references provided to elicit a character reference and/or equine management history
- to make contact with the Adopter upon the expiration of the preliminary adoption period (1 year) to check the health and welfare of the adopted equine and transfer ownership thus finalizing the adoption process.

**III. Disclosures of Information and Disclaimers by SHR**

- The equine is being adopted "AS IS". SHR makes no representations as to the completeness or accuracy of any information presented to the Adopter. SHR specifically disclaims any and all warranties, implied or otherwise, as to the equine and its health, soundness, condition, or suitability for any particular activity.

**IV. Limitations on Possession and Use of Equine by Adopter**

\_\_\_\_\_ (initial) Adopter shall not undertake to keep the listed equine at a different location nor give permission for the listed equine to be euthanized, unless as a result of an emergency or debilitating condition that is documented in

veterinary records accessible and obtainable by SHR, without the prior expressed permission of SHR within one year from the date on this agreement.

\_\_\_\_\_ (initial) I, the adopter, agree to never to sell this equine at an auction and acknowledge that doing so would be in violation of this contract and the below right of first refusal. This breach of contract could result in criminal or civil litigation against the adopter.

\_\_\_\_\_ (initial) I, the adopter, agree that ownership of this equine may not be sold, leased, transferred, given away, or any way changed for a period of years according to the parameters set forth below.

\_\_\_\_\_ 0-1 year: no ownership change within 3 years of adoption date

\_\_\_\_\_ 3-15 years: no ownership change within 1 year of adoption date

\_\_\_\_\_ >15 years: no ownership change is permitted at any time. The equine may only be returned to SHR

\_\_\_\_\_ (initial) I, the adopter, agree that if I intend to sell, lease, trade, give away, or in any way change control of the listed equine, I will give SHR prior written notice of such intent ("Notice of Intent"), which shall specify the terms and conditions upon which Buyer intends to sell, lease, trade, give away or in any way change care, custody, and control of the above-named equine. I agree to provide SHR with full and complete information on the new owner or lessee or caretaker of this equine including name, address, and telephone and name, address and telephone of the stable location

\_\_\_\_\_ (initial) I, the adopter, agree never to breed the adopted equine if reproductively intact.

\_\_\_\_\_ (initial) I, the adopter, agree that, if the adopted equine is less than 3 years of age, the equine will not be ridden or driven with attached weight at any point before three years of age.

#### ***V. Duties and Obligations of Adopter***

\_\_\_\_\_ (initial) I, the adopter, agree to pay a non-refundable fee of \$ \_\_\_\_\_ for this equine. This adoption fee is not the true value of the listed equine.

\_\_\_\_\_ (initial) I hereby release and agree to hold SHR, its employees, volunteers, agents, directors, members, successors and assigns from any claim, liability or cause of action arising out of or in any way related to, my adoption or ownership of this equine. I further agree that SHR cannot be held responsible for any unforeseen health problems, injuries or accidents occurring in or to the listed equine or any damages, injury, or death caused by the listed equine.

\_\_\_\_\_ (initial) I, the adopter, agree to maintain a proper environment for the horse, including, but not limited to, proper veterinary care, a minimum of one three-sided shelter with roof, safe fencing, adequate food and water, humane care, and a minimum of ½ acre of daily turnout space. The adopted equine will not be kept in an area with barbed wire fencing.

\_\_\_\_\_ (initial) I, the adopter, agree to allow a representative of SHR to inspect the property where the adopted equine will be housed at any time up to one year after the date on this agreement, and acknowledge and understand the adoption could be revoked if all standards of care are not met.

\_\_\_\_\_ (initial) I, the adopter, shall at my own expense, care for and maintain the equine in strict accordance with the requirements of this agreement. Such required care and maintenance shall include, but not be limited to, the following: providing the leased equine with adequate and proper quantities of feed and fresh water, safe and adequate shelter (which shall include a stall or run in shed and turnout area), proper adequate and regular exercise, appropriate hoof care every 6-10 weeks or recommended by a professional farrier, required annual veterinary attention including required annual Coggins Test and Rabies vaccination along with any additional recommended vaccinations, diagnostic testing and/or treatment as preventative care against intestinal parasites, and recommended dental care to include at least one dental examination per year performed by a licensed equine veterinarian.

\_\_\_\_\_ (initial) I, the adopter, agree to provide all necessary care for an adopted equine requiring special needs and I understand that an adopted equine designated as companion only is not to be ridden at any time.

\_\_\_\_\_ (initial) I, the adopter, agree to provide regular veterinary care for the equine with a minimum of once-yearly examination. I agree to follow a vaccination schedule deemed appropriate by my veterinarian. I grant SHR and its agents my permission to obtain veterinary records pertaining to this animal to verify the animal's receipt of proper veterinary care. I further agree to routine hoof care, provided every 6-10 weeks, at minimum, or as directed by a professional farrier.

\_\_\_\_\_ (initial) I, the adopter, agree that the equine's body weight will be maintained at a 5/9 or higher on the Henneke Body Condition Scale, which is considered "ideal" body condition without the visible appearance of ribs, hip bones, and other skeletal landmarks due to lack of fat and/or muscle. Should the equine's body condition score fall below 5/9, veterinary care will be immediately sought and the equine shall receive regular veterinary attention to restore body condition to an ideal score.

\_\_\_\_\_ (initial) I, the adopter, agree that SHR has the right and permission to send a veterinarian of their choice to examine the adopted equine at any time during the lifetime of the horse. SHR has the right & permission to remove any horses adopted from SHR in the adopter's care if it is found that the equine is not being cared for as described in this contract. Entry upon the premises for such purposes shall not constitute as trespassing, provided a minimum of 24 hours written notification has been given. No adoption fees or monies of any kind will be refunded to the adopter. All documents that were given to the adopter will also be returned to SHR.

\_\_\_\_\_ (initial) I, the adopter, agree to the following notification procedures:

- I will provide a photo update every thirty days for the first six months after adopting the equine.
- After the first six months following adoption, I agree to provide a photo update and a copy of a veterinarian's invoice once yearly until the death of the equine.
- If updates are not provided, I will allow SHR to enter the premises where the adopted equine is living in order to ensure their standard of care, provided a minimum of 24 hours written notice has been provided. Entry upon premises for this purpose shall not constitute as trespassing.
- If the equine will be moved from the location specified on this contract, I will notify SHR of my intentions no less than 10 days prior to relocation. SHR reserves the right to inspect the new location and approve or deny relocation based on the requirements listed herein with strong consideration being that of the equine's safety and wellbeing. All standards of care in this contract must continue to be met in the new location.
- If the equine will be relocated out of the State of North Carolina, I agree to notify SHR at least 30 business days prior to the proposed move and the notification must be made both verbally and in writing.

\_\_\_\_\_ (initial) I, the adopter, agree to notify SHR immediately upon any of the following situations:

- the equine has been injured or is sick to the point of requiring veterinary care at a specialty clinic or major veterinary hospital (for example: North Carolina State University College of Veterinary Medicine – Veterinary Hospital)
- the equine has died

\_\_\_\_\_ (initial) I, the adopter, understand that should I become unable or unwilling to care for the listed equine as set forth in this agreement, I will immediately notify SHR and allow SHR to take possession of the listed equine. I have the right to return the adopted equine to SHR at any time for any reason. If I am unable to return the equine, SHR will arrange for transport of the listed equine. Costs incurred for transport will be at the adopter's expense. I agree to provide a minimum of two weeks' notice prior to return of the equine. The adoption fee will not be returned upon return of the animal.

\_\_\_\_\_ (initial) I, the adopter, acknowledge that should I receive a citation for any criminal offense related to animal abuse, or be charged with any such offense, or have any substantiated reports of animal neglect or abuse filed against me, the equine's caretakers, or the facility/farm where the equine is located. Adopter shall immediately notify SHR of such occurrences.

\_\_\_\_\_ (initial) I, the adopter, agree to provide to SHR such proof as may be requested that the obligations under this agreement have been met. Failure to provide such proof within 10 business days of the request is a material breach of this agreement.

\_\_\_\_\_ (initial) I, the adopter, agree to pay all attorney's fees, legal fees, court costs, and any other related expenses incurred by SHR in connection with the enforcement of SHR's rights under this agreement and in the event this contract is breached requiring criminal or civil litigation and/or forwarded to an attorney for enforcement. This agreement shall be interpreted under the laws of the State of North Carolina. Any litigation under this agreement shall be resolved in the trial courts of Scotland County, State of North Carolina.

\_\_\_\_\_ (initial) I, the adopter, understand that this adopted equine does not qualify as personal property. I am the sole adopter and this equine cannot be considered personal property in the event of a divorce. In the event of my death

my heirs shall return the equine to SHR. If heirs meet the necessary qualifications, including but not limited to those listed in this contract, for adoption upon the death of the adopter they will be given first right of refusal in adoption of the equine.

## **VI. Waiver of Rights, Release, and Voluntary Assumption of Risks by Adopter**

The purpose of this portion of this EAA is to limit the potential legal liability of the SHR, and its officers, directors, members, donors and foster care providers for injuries and damages arising out of the adoption, possession, or use of the listed equine to the full extent permitted by the laws of the state of North Carolina. The parties agree that the language below is to be interpreted to give full effect to its stated purpose.

“Equestrian activities (riding, driving, training, etc.) are classified as rugged adventure recreational sport activities. There are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. No equine is a completely safe, child-safe, “bomb-proof”, “dead broke” equine. Equines are typically larger, more powerful, and faster than humans. A human’s reaction time to an event or threat of an event is an estimated 1.6 seconds and the same reaction time for an equine is 0.6 seconds, therefore often times a human cannot escape, avoid, or defend themselves against any action taken by an equine whether accidental or intentional. The jaw of an average equine can apply approximately 500 PSI (pounds per square inch) of force during a bite, which can ultimately result in severe traumatic injury to a human’s body or death depending on the location and extent of the bite. If a rider falls from a riding position (on top of the equine’s back) to the ground it will generally be at a distance of approximately 4 to 10 feet (from the rider’s head to the ground), and the impact may result in serious injury to or death of the rider. Equestrian activities are the only activities in which one much smaller, weaker predator animal (the human), tries to control and become one unit of movement with another much larger, stronger prey animal (the equine), with each having limited understanding of the other. If an equine is frightened or provoked it may divert from its training and routine behavior and act according to its innate and natural survival instincts which may include, but are not limited to: stopping short, changing direction or speed at will, shifting its weight from side to side, bucking, rearing, biting, kicking, stomping, charging, bumping, or running from danger. These risks exist for any person around a equine, whether mounted or on the ground. Adopter acknowledges these risks and states that Adopter is not relying on the SHR to advise Adopter of all the risks. Adopter acknowledges that wearing a properly fitted and secured equestrian riding helmet which meets or exceeds the quality standard of the SEI Certified ASTM Standard F 1163 while riding, driving, mounting, dismounting and being near equines may reduce the severity of some of the wearer’s head injuries and possibly prevent death occurring as the result of a fall or other occurrences but there are no guarantees.”

In consideration of SHR allowing Adopter to possess and use the listed equine, Adopter agrees to release the SHR and its officers, directors, members, donors, foster care providers, insurers and others acting on their behalf (collectively SHR), of all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to SHR’s ordinary negligence; and Adopter does further agree that except in the event of SHR’s gross negligence or willful and wanton misconduct, Adopter, Adopter’s family, heirs, invitees, guests, and agents and licensees waive all rights which may otherwise arise from any injury and shall not bring any claims demands, legal actions or causes of action against the SHR for any economic or non-economic losses due to bodily injury, death, or property damage arising out of or related to the listed equine.

\_\_\_\_\_ (initial) I, the adopter, shall indemnify SHR and the donor of the leased equine for any damage or injury to property or persons caused by or secondary to any action related to the listed equine.

\_\_\_\_\_ (initial) I, the adopter, specifically waives any rights I may now have or later acquire to any reimbursement or compensation from SHR in connection with the listed equine.

\_\_\_\_\_ (initial) I, the adopter, knowingly and voluntarily assumes all risks associated with the leased equine, including but not limited to inherent risks and the risks of negligence by the SHR, its officers, directors, members or donors or foster care providers.

\_\_\_\_\_ (initial) I, the adopter, understands that Adopter’s knowing and voluntary assumption of these risks is a defense under North Carolina law to any claim for injury or damage and a bar to recovery.

## **VII. Termination**

SHR may terminate this EAA upon any material breach by Adopter of any provision of this EAA. If not terminated sooner, this EAA shall terminate upon the death of the Adopter or the listed equine, transfer of ownership in accordance with SHR guidelines and written agreement, or upon SHR taking possession of the listed equine from Adopter.

**VIII. Legal**

The law the state of North Carolina shall govern this agreement, and the rights and obligations of the parties to it. The parties specifically consent to the jurisdiction of the courts of North Carolina for any matter arising care under. The Adopter specifically agrees that Scotland County, North Carolina shall be the exclusive venue for any legal action arising out of or relating to this agreement.

This agreement may be modified or amended only by a writing signed by all parties hereto.

The invalidity or unenforceability of any portion of this agreement shall not affect the validity or enforceability of any other portion.

This agreement contains the entire agreement of the parties.

**WARNING**

***UNDER NORTH CAROLINA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING EXCLUSIVELY FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. CHAPTER 99E OF THE NORTH CAROLINA GENERAL STATUTES.***

By signing this Equine Adoption Agreement, I declare that all of the information that I have submitted to be the truth, to the best of my knowledge, and if found to be fraudulent, I could be held liable for any punitive damages or monetary compensation and that I will be denied approval of adoption and/or revocation of adoption with immediate seizure of the listed equine from your care, custody, and control will be initiated. I have read and understand the above terms of this contract and agree to all of them.

Adopter's Name (Print): \_\_\_\_\_

Adopter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Spouses Name (Print): \_\_\_\_\_

Driver's License # / State: \_\_\_\_\_

Social Security : \_\_\_\_\_

Phone #: \_\_\_\_\_ Date: \_\_\_\_\_

SHR Board Member Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_