

NEW STRIDE THOROUGHBRED ADOPTION SOCIETY

Adoption Agreement

This agreement is made and entered into this _____ day of _____ in the year of _____, by and between _____ (referred to below as "Adopter") and New Stride Thoroughbred Adoption Society (referred to below as "New Stride").

WHEREAS, New Stride owns a horse described as follows: Jockey Club registration number _____ and / or registered name _____.

WHEREAS, Adopter wishes to adopt the above-described horse upon the conditions set forth below.

It is agreed upon by the parties as follows:

1. That New Stride agrees to sell and Adopter agrees to buy the horse for the sum of \$_____. This amount is nonrefundable.
2. Adopter agrees to keep the horse for a period of one year from the date of this agreement. If during that one-year period, Adopter for whatever reason can no longer care for the horse or desires to transfer ownership, Adopter agrees to notify New Stride in writing and agrees to give up all rights to the horse and transfer ownership back to New Stride and to pay to New Stride a return fee of \$_____. In the event of the Adopter's death during that one-year period, named horse must be released only to New Stride. Horse may never be raced. Horse may not be sold, given away, assigned, disposed of, or any interest transferred within that one-year period for any reason without New Stride's approval.
3. New Stride must approve the stable and facilities where the adopted horse is to be kept, such facilities to be in compliance with New Stride's guidelines. After the aforementioned one-year period, Adopter agrees to inform New Stride in writing if ownership or stabling is transferred.
4. Adopter agrees to provide the horse with proper care and ongoing maintenance, including proper food, fresh water, year-round shelter, veterinary, dental and hoof care, as long as the horse is in the Adopter's possession.
5. The Adopter agrees to supply New Stride with the name, address and telephone number of the adopted horse's veterinarian. The Adopter agrees in advance that New Stride has the right to obtain copies of all veterinary records directly from any veterinarian treating the horse and that execution of this form shall serve as a release to the applicable veterinarian, authorizing the delivery to New Stride of all veterinary records as they occur.
6. Should a life-threatening situation arise, the horse may only be humanely euthanized by a registered veterinarian. New Stride must be notified within 24 hours if the following situations arise:
 - a) Death of the horse: Verbal notification by Adopter, followed by a report forwarded to New Stride from the attending veterinarian indicating the apparent cause of death.
 - b) Serious illness or injury to the horse: Verbal notification by Adopter, a follow-up report forwarded to New Stride from the attending veterinarian indicating the condition of the horse at the time of treatment and the proposed rehabilitation program.
7. By signing this form the Adopter also agrees to comply with the following requirements:

MINIMUM REQUIRED CARE: Proper feeding to maintain a fleshy appearance, that being ribs that may be felt but with fat filling the spaces between them and noticeable fat along the withers and next to and behind the shoulders; free access to clean water at all times; minimum three-sided shelter and spacious turnout with dry footing during the rainy season and with adequate and safe fencing; regular exercise program; deworming every 6 to 8 weeks; farrier care every 4 to 8 weeks; and yearly teeth floating.

MINIMUM REQUIRED VETERINARY CARE: Veterinary recommended annual inoculations, annual dental floating, recommended and prudent veterinary care for illness and/or injury according to the horse's needs.

Adopter's Initials _____

New Stride Thoroughbred Adoption Society Adoption Agreement – Page 2

- 8. If requested by New Stride, Adopter agrees to forward a qualified veterinarian's full evaluation of the horse's condition to New Stride six months from date of agreement.
- 9. Adopter agrees to permit representatives of New Stride to visit the horse at the stabling property at any time. If New Stride, in its sole discretion, determines the horse is not receiving adequate care or is being treated inhumanely or deems the situation is undesirable for the well-being of the horse, New Stride has the right to confiscate the animal and it will become the property of New Stride.
- 10. Adopter agrees to be responsible for all expenses, including but not limited to veterinary costs incurred after the adoption agreement is signed. New Stride will make a good faith disclosure of the health information of the horse that it has available at time of adoption.
- 11. That Adopter agrees to never sell the horse to a slaughterhouse at any time or to knowingly sell the horse to a dealer in slaughtered horses. That to insure that event never occurs, Adopter agrees to pay liquidated damages in the amount of \$5,000.00 to New Stride in the event Adopter sells, gives the horse to a slaughterhouse or knowingly transfers the horse to a dealer in slaughtered horses..
- 12. Adopter releases New Stride, its directors, employees, volunteers, agents and horse owners from any and all liability of any nature and kind whatsoever for any and all damages, loss or injury to both person or property, whether such is caused directly or indirectly by any horse in the care and control of New Stride, an Adopter, or any other person or persons who may have temporary custody or control of any such horse. This release shall be fully effective, even in the event of negligence or gross negligence of New Stride, its directors, agents, employees or volunteers being the causative factor, directly or indirectly, or such loss or damage. In addition, horses placed by New Stride include no guarantee to general condition, temperament or soundness.
- 13. The Adopter agrees that he or she has had the opportunity to inspect the horse, ride the horse and to employ a veterinarian for the purpose of examining the horse prior to acquisition of the horse by this agreement.
- 14. If Adopter fails to comply with any of the conditions or regulations in agreement, New Stride reserves the right to regain possession of the named horse.

This agreement shall be governed by the laws of the Province of British Columbia and the parties hereto agree and personally submit to the jurisdiction of the courts of the Province of British Columbia should any dispute arise hereunder. The parties understand and agree that in event action is required on the part of New Stride to recover any horse that is the subject of the agreement or take any action to enforce this agreement, the Adopter shall be responsible for reasonable costs incurred by New Stride, including but not limited to legal fees, costs of suit, veterinary services, rehabilitation, transportation, office and administrative costs, and such other costs as may be reasonably required.

I HAVE READ AND INITIALLED ALL PAGES AND ACCEPT THE TERMS, CONDITIONS AND ABOVE-STATED REGULATIONS THAT PERTAIN TO MY ADOPTION OF THE FOLLOWING HORSE:

HORSE'S NAME _____

Y.O.B. _____ SEX _____ REGISTRATION NO. _____

ADOPTER'S SIGNATURE _____ DATE _____

ADOPTER'S ADDRESS _____

HOME TELEPHONE _____ WORK TELEPHONE _____

WITNESS SIGNATURE _____ DATE _____

FOR NEW STRIDE _____, DIRECTOR

DATE _____

Adopter's Initials _____