

Sixteen Hands



horse sanctuary

## Adoption Agreement

712 Roy Moore Road

Ona Florida, 33865

robin@sixteenhandshorsesanctuary.org

941-228-5441

Approved by the SHHS Board of Directors-1/5/2020

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\_\_\_\_\_ has offered to adopt \_\_\_\_\_,  
a horse owned by Sixteen Hands Horse Sanctuary, Inc. (SHHS), a 501(c)(3) nonprofit, and Sixteen Hands  
Horse Sanctuary has agreed to the adoption. This document serves as a written understanding of the respective  
rights and obligations of both parties pertaining to the adoption.

### IT IS AGREED AS FOLLOWS:

1. The adopted horse will live at \_\_\_\_\_.  
\_\_\_\_\_ If this is a boarding situation, the Adopter understands that the facility must be approved by  
SHHS. A separate agreement between SHHS and the boarding facility is required. SHHS must  
be notified immediately if the Adopter fails to meet his/her financial obligation to the owner of  
the facility.  
\_\_\_\_\_ The Adopter shall not move the horse to another location without the prior permission of SHHS  
unless a situation that threatens the life of the horse arises.
2. The Adopter agrees that the adopted horse shall receive proper care as defined below.  
\_\_\_\_\_ Since horses are gregarious, the adopted horse shall not be kept alone.  
\_\_\_\_\_ If the horse is in a herd situation, the Adopter shall constantly watch to ensure that he or she is  
thriving in that placement, and if that is not the case, the adopted horse or the horse creating the  
problem shall be removed from the herd.  
\_\_\_\_\_ The horse shall be maintained on quality food, including minerals, vitamins, and salt block, as  
well as pasture and/or hay sufficient to maintain his/her weight and condition between Moderate  
(5) and Fleshy (7) as described by the Henneke Scoring System. (SHHS shall provide to the  
Adopter documents describing and illustrating the Henneke system.)  
\_\_\_\_\_ The horse shall always have access to fresh, unfrozen water.  
\_\_\_\_\_ The horse shall always have access to overhead shelter from snow, rain, wind, and sun. The  
shelter can be natural or man-made.  
\_\_\_\_\_ The horse shall be checked a minimum of twice daily and groomed regularly to ensure healthy  
skin and hair.  
\_\_\_\_\_ The horse shall receive proper medical and health care, including but not limited to, the  
following:
  - Proper and prompt veterinary treatment for injuries and illness
  - Annual vaccinations and Coggins test
  - Regular de-worming
  - Hoof care every 4 to 6 weeks
  - Annual or semi-annual dental care
- \_\_\_\_\_ The Adopter agrees not to have metal shoes put on the horse and will research and implement  
other options if hoof problems arise.
- \_\_\_\_\_ The Adopter shall provide specialized care for any nonroutine needs the horse has or develops.
- \_\_\_\_\_ The Adopter shall ensure that all veterinary, farrier, and dental services are supervised and  
performed in a reasonable manner.

- \_\_\_\_\_ 3. The Adopter acknowledges that caring for a horse is expensive and agrees to cover all costs for the horse, which could amount to at least several thousand dollars annually.
- \_\_\_\_\_ 4. The Adopter agrees that he/she is adopting the horse to rescue him/her and not for commercial value.
- \_\_\_\_\_ The Adopter shall not change the name of the horse.
- \_\_\_\_\_ The Adopter shall not breed the horse.
- \_\_\_\_\_ The horse shall not be used as a lesson or schooling horse.
- \_\_\_\_\_ The horse shall not be leased out or loaned to another party.
- \_\_\_\_\_ 5. The Adopter acknowledges that being in the presence of horses and any and all activities involving horses is inherently dangerous.
- \_\_\_\_\_ The Adopter understands that SHHS horses are rescue horses that have been taken out of a variety of situations. Accordingly, SHHS does not guarantee the health, temperament, or training of the adopted horse.
- \_\_\_\_\_ The Adopter assumes all risks inherent in activities dealing with the adopted horse, including 1) the propensity of a horse to behave in dangerous ways, which may result in injury or death to persons or damage to property; 2) the inability to predict a horse's reaction to its environment, including sounds, movements, objects, persons and animals; and 3) hazards of surface and subsurface conditions that affect the horse and/or the human.
- \_\_\_\_\_ The Adopter shall indemnify, defend and hold SHHS, its directors, volunteers, employees, and successors harmless from and against any and all claims, liabilities, losses, damages and costs, foreseen or unforeseen, including, without limitation, counsel fees which SHHS may incur directly or indirectly, wholly or partly, by reason of, or relating to or arising out of this agreement, including, without limitation, a breach of this agreement by the Adopter, a misrepresentation by the Adopter in this agreement, or any type of claim, cause of action, injury or event relating to or surrounding the adopted horse. The provisions of this paragraph shall survive the termination of this agreement.

**WARNING**

**UNDER FLORIDA LAW, AN EQUINE ACTIVITY SPONSOR OR 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.**

- \_\_\_\_\_ 6. The Adopter agrees to the following stipulations regarding euthanasia.
- \_\_\_\_\_ The Adopter agrees not to euthanize the adopted horse unless the situation is dire, the horse is suffering, and the Adopter's veterinarian agrees that euthanization is the only option.
- \_\_\_\_\_ The Adopter agrees to contact SHHS with an explanation before the euthanization if time permits. If time doesn't permit, the Adopter agrees to notify SHHS immediately after the euthanization.
- \_\_\_\_\_ In nonemergency medical situations, the Adopter agrees not to euthanize the adopted horse if he/she is uncertain about the success and/or expense of possible treatments. In that case, the Adopter agrees to contact SHHS to discuss options, including the right of SHHS to take ownership and possession of the horse.

- \_\_\_\_\_ 7. Sixteen Hands Horse Sanctuary has a commitment to all of its horses to care for them for a lifetime. Therefore, if the Adopter is unwilling or unable to care for the adopted horse for its entire lifetime, he/she will contact SHHS, and one of the 3 options listed below will be implemented.
- \_\_\_\_\_ Option 1: If the Adopter experiences an emergency requiring the immediate cessation of his/her care of the adopted horse, SHHS will reclaim the horse and transport the horse back to SHHS.
- \_\_\_\_\_ Option 2: In a nonemergency situation, the adopted horse will be returned to SHHS by the Adopter within 30 days. In this case, the Adopter understands that he/she is responsible for the care of the horse until he/she has delivered the horse into the proper SHHS hands, and he/she will do everything in his/her power to safely return the horse.
- \_\_\_\_\_ Option 3: In a nonemergency situation, if the Adopter is able to locate a suitable alternative home for the horse, he/she will provide SHHS with the name, address, and phone number of the proposed new adopter, who must submit a new adoption application.
- \_\_\_\_\_ Under no circumstances shall the Adopter transfer temporary custody, ownership, or possession of the horse to anyone else, including family, friends, or any other agency or entity, without the involvement and written approval of SHHS.
- \_\_\_\_\_ 8. The Adopter agrees to the following post-adoption stipulations.
- \_\_\_\_\_ The Adopter shall permit duly authorized representatives of SHHS to inspect the adopted horse as well as the facilities and grounds where the horse is being kept.
- \_\_\_\_\_ The Adopter authorizes SHHS to view the veterinary records of the horse. A copy of this agreement is sufficient authorization for any veterinarian to release records to SHHS.
- \_\_\_\_\_ SHHS shall have the right to resume ownership of the adopted horse at any time if, in the judgment of a SHHS representative, the horse is not being adequately cared for, physically and/or emotionally, or the Adopter has not complied with any provision of this contract.
- \_\_\_\_\_ The Adopter shall email periodic updates to Sixteen Hands Horse Sanctuary, including photos and a description of activities related to the horse.
- \_\_\_\_\_ The Adopter understands that the activities of SHHS are potentially of interest to donors, foundations, contributors, government officials, and the public at large. The Adopter agrees to the use by SHHS of his/her name and recorded images for any purpose related to the furtherance of SHHS objectives.
- \_\_\_\_\_ The Adopter shall promptly advise SHHS of any incident or occurrence which might reasonably be expected to give rise to a claim related to the horse under this agreement.
- \_\_\_\_\_ 9. This agreement shall be binding upon SHHS and the Adopter and supercedes previous agreements between SHHS and the Adopter.
- \_\_\_\_\_ All parties affiliated with the Adopter, such as employees, agents, representatives, boarding facility owners, and relatives, shall be made aware of the terms of this agreement and shall be bound by those terms. The Adopter shall be responsible for any breach of this agreement by any party affiliated with him/her.
- \_\_\_\_\_ This agreement shall be governed by the laws of the State of Florida. Any action under this agreement shall be brought only in the courts of the State of Florida, without regard to conflict of law or principles.
- \_\_\_\_\_ If any provision of this agreement is found invalid or unenforceable pursuant to judicial decision, the remainder of the agreement shall remain valid and enforceable according to its terms.
- \_\_\_\_\_ 10. The Adopter agrees to pay the adoption fee of \$ \_\_\_\_\_. The fee is not refundable, even if the horse returns to Sixteen Hands Horse Sanctuary. An additional donation is always welcome.

**Adopted Horse**

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_

ID#/Microchip Info. /Brand/Tattoo#: \_\_\_\_\_

Type/Breed: \_\_\_\_\_ Color/Markings: \_\_\_\_\_

Detailed description of horse's physical condition, special health needs, and stable vices at time of placement:

\_\_\_\_\_  
\_\_\_\_\_

**Adopter Information**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Address where the horse will reside if different from the Adopter's address:

\_\_\_\_\_

Driver's license number: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Placement: \_\_\_\_\_

\_\_\_\_\_  
Adopter Signature Date

\_\_\_\_\_  
Print Name Date

\_\_\_\_\_  
Sixteen Hands Horse Sanctuary Representative Date