



ROCKING R RANCH AND RESCUE, INC

ADOPTION APPLICATION

Name First and Last: _____

Address: _____

Email: _____

Telephone #: _____ Cell phone #: _____

How long have you lived at the present address? _____

Drivers license number: _____

Your Employer: _____

Employer Phone: _____ How long employed: _____

DESCRIPTION OF HORSE/HORSES TO BE ADOPTED:

Do you currently own a horse: Yes or No

If yes, how many? _____

How much and what type of experience do you have with horses? Please be specific. _____

What type of shelter, pasture and type of fencing will be at your facility: _____

The horse will be kept at this address: Boarding or Residence? (Circle one)

If Boarding, name and address of facility: _____

Facility Phone #: _____

How many horses are currently on the property? _____

Are there any stallions? Yes or No

What is the intended use of the horse? _____

How often will your horse be fed? _____

Will the horse have a separate enclosed area to eat? _____

Who will feed when the caretaker is unavailable? _____

If you will be using this horse for riding, please list the names, ages, weight and height of the people who will be riding the horse. _____

REFERENCES

Equine veterinarian: _____
Phone: (____) _____

Farrier: _____
Phone: (____) _____

Personal reference: _____
Phone: (____) _____

Personal reference: _____
Phone: (____) _____

Personal reference: _____
Phone: (____) _____

Signature of Applicant: _____

Address

Date

This application should be completed in full, signed, and returned to Rocking R along with photos of where the horse will be living and a non-refundable \$10 processing fee. An incomplete application will not be processed.

**Once approved and a suitable equine chosen, a \$100 non-refundable deposit is required. This deposit is applied to the adoption fee, the balance of which is due within 7 days, prior to or upon pick-up. Board at the rate of \$10 per day will be charged for pick-ups after 7 days.*

**Re-homing: Owner contact information will be provided once your application is approved. No deposit is necessary. Full payment is due prior to pick up and/or transfer of papers.*

All adoption and re-homing fees are non-refundable.

ADOPTION CONTRACT

WARNING: Under Mississippi law, an equine or livestock activity sponsor or an equine or livestock professional is not liable for an injury to or the death of a participant in equine activities or livestock shows resulting from the inherent risks of equine activities or livestock shows, pursuant to this chapter. Miss. Code Ann. § 95-11-1 to 95-11- 7

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between Rocking R Rescue Ranch, Inc., (hereinafter referred to as "Rescue") and _____ (hereinafter referred to as "Adopter"). Rescue and Adopter are collectively hereinafter referred to as the "Parties."

The Parties mutually agree to the following:

A. Equine

This Contract concerns one (1) equine (hereinafter "equine"), more particularly described as follows: Name _____

Breed _____ Age _____ Sex _____

Height _____ Color _____

Markings _____

B. Fee

Adopter shall pay Rescue a one-time "Adoption Fee" of \$ _____, which sum shall be due and payable upon execution of this Agreement by Adopter.

C. Facility Requirements

Adopter shall assure that location where the equine is kept has fencing adequate for the keeping of livestock, pursuant to the industry standard for equines. The equine must have constant access to shelter from the sun, which shall not be smaller than two (2) times the area of the equine's body. Any location where the equine is kept for any period of time must be "safe" in accordance with equine industry standards. The equine must not be isolated from the company of other equines, and must be kept in (whether in a barn, paddock or pasture) with at least one (1) other equine.

D. Documentation Requirements

Adopter must have the equine vaccinated and examined by a veterinarian at least one (1) time per year. Adopter agrees to send documentation of said vaccination and examination to Rescue no later than ten (10) days after services.

In the event that Adopter is adopting a stallion, Adopter agrees that the stallion will be gelded by a licensed veterinarian no later than eighteen (18) months of age. Adopter agrees to send documentation of said gelding to Rescue no later than ten (10) days after services.

Adopter agrees to maintain equine in a Body Condition Score (pursuant to the Henneke Scale) between 4 and 7, as determined by the Rescue's treating veterinarian.

Upon death of the equine, Adopter must tender to Rescue, within ten (10) days after death, a statement by a licensed veterinarian, confirming the death and stating the cause of death.

Adopter shall, for a period of two (2) years, provide to Rescue update photographs featuring the full body of the equine from both sides, unblanketed and unsaddled, no less than every 90 days. Said photos shall be date stamped, or feature a newspaper showing the date the newspaper was printed.

Adopter shall notify Rescue any time the equine is moved to another location, and shall provide address of same no later than 10 (ten) days prior to relocating the equine.

E. Welfare Checks

Rescue reserves the right to check on the welfare of the equine, by appearing at the location where the equine is kept, without prior notice to Adopter, during normal business hours.

F. Neglect

If, at the discretion of the Rescue's treating veterinarian, the equine is not receiving proper care required by Mississippi Code Annotated §97-41-2, said violation shall be deemed a breach of this Contract.

G. Risk of Loss/Injury to Equine

Adopter is responsible for all costs associated with the equine. During the time that the equine is in the possession of Adopter, Rescue shall not be liable for any sickness, disease, theft, death, or injury which may be suffered by the equine or any other cause of action whatsoever, arising out of or being connected in any way with said equine. In no event shall Rescue be held liable for equine death or injury.

Adopter fully understands that Rescue does not carry any insurance on any equines for any purposes, whether medical, loss of use, public liability, theft, or equine mortality insurance and that all risks connected with said equine are to be borne by the Adopter.

H. Risk of Loss/Injury to Adopter and Others

Rescue shall not be liable for any injury or death which may be suffered by Adopter or any of Adopter's family, guests or agents arising out of or being connected in any way with said equine. This includes, but is not limited to, any personal injury which may be suffered by Adopter or any of Adopter's family, guests or agents that may be received on Rescue's premises or off Rescue's premises while under the guidance of Rescue. In no event shall Rescue be held liable for death or injury to Adopter or any of Adopter's family, guests or agents.

Adopter fully understands that Rescue does not carry any insurance for any purposes, whether medical, loss of life or liability and that all risks associated of participating in equine activities are borne by the participant.

I. Inherent Risks and Assumption of Risk

The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling, or stepping on, that may result in an injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; certain hazards such as surface and subsurface conditions, collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. Adopter expressly releases Rescue from any and all claims for personal injury or property damage, even if caused by negligence by Rescue or her representatives, agents, or employees.

J. Hold Harmless, Indemnity

Adopter agrees to hold Rescue harmless, defend and indemnify Rescue from any and all claims arising from damage, injury or death caused by said equine to anyone or anything.

K. Transfer of Liability and Risk of Loss

Risk of Loss and Liability with respect to the equine shall pass to the Adopter upon receiving physical possession of the equine at the premises of the Rescue, or at the premises of Rescue's agent. The Adopter is responsible for transporting the equine and costs associated therewith.

L. Transfer of Ownership, Title

Title and ownership of the equine is conditional upon adherence each and every provision of this Contract. Any violation of any section of this Contract reverses title and ownership of the equine immediately back to the Rescue.

M. Prohibited Acts, Sale of Horse

Adopter expressly agrees that the equine shall not be placed in training as or raced as racehorse, entered into a race, be offered for sale at public auction, be sold directly or indirectly for the purpose of slaughter, bred, be used as a means of transportation on any public roadway, leased, given away, removed from the personal supervision of Adopter or sold.

Adopter shall NOT have the right to sell the equine to a third party except under these conditions:

- (i) All Updates (details in Section D) have been submitted and confirmed received by Rescue.
- (ii) Written Notice of a proposed sale is immediately provided to Rescue which contains the terms and conditions of a bona-fide third party offer ("Offer") and Rescue shall have the right, but not the obligation, to purchase the equine at the same price as the Offer ("Right of First Refusal") and Adopter shall arrange and be financially responsible for transportation of the equine back to Rescue.
- (iii) Rescue upon receiving the above notice (in Section ii) declines its Right of First Refusal.
- (iv) Rescue MUST be provided with a copy of the fully executed written Adopter Bill of Sale attached hereto as Exhibit A.

N. Limited Option of Rescue to Void Adoption Contract

It is expressly agreed that Rescue shall have the right, which is hereby granted, to give written notice to Adopter of the voiding of this Contract, for any reason, whereupon all right title, ownership and interest in the equine shall immediately revert to Rescue which may immediately retake possession of the equine without further legal action and without further legal recourse by Adopter and with no refund of any Adoption Fee.

Adopter further expressly agrees that Rescue shall be entitled to immediate injunctive relief in order to enforce the terms of this paragraph by virtue of there being no other adequate legal remedy for such enforcement. In the event of the exercise by Rescue of its rights under this paragraph, Adopter shall be obligated to pay all costs incurred by Rescue in enforcing this paragraph, including, but not limited to, its reasonable attorney's fees and court costs.

If Rescue in its sole discretion determines that Adopter is not in compliance with this Contract or that the Adopted Horse is in an unsatisfactory condition or environment, Rescue shall have the right, but not the obligation, to (i) terminate this Contract; (ii) terminate all interest, ownership, and rights of possession that Adopter or its assignees may have in the equine; and (iii) take possession of the equine as provided below.

If Rescue reclaims possession of the equine, the following shall apply; (i) no court order shall be required for Rescue to enter upon the facility in which the equine is kept and to reclaim possession of the equine; (ii) Adopter agrees to indemnify, release and hold harmless Rescue from any and all liability or claims associated with any expenses (including, without limitation; board, veterinary fees, farrier charges, transportation fees) related to possession of the equine up to the date that the equine is returned to Rescue; (iii) Adopter further agrees to indemnify, hold harmless and release Rescue from any and all liability or claims associated with Rescue exercising its rights to reclaim the equine; (iv) Adopter shall not be entitled to the return of the equine.

O. Termination of Contract by Adopter

In the event that Adopter chooses to terminate this Contract, he/she must provide written notice to Rescue of intent to terminate no less than 30 days prior said termination. Adopter shall not be refunded any portion of the Adoption Fee for any reason upon termination of this Contract. Adopter must return the equine to Rescue's premises and responsible for any costs associated therewith.

P. Warranties and Disclaimers

Rescue hereby warrants and represents that it is the owner of the equine and has full right and title thereto for purposes of entering into the terms of this Contract. Adopter warrants and represents that all information contained in the Adoption Application is true, correct and complete. RESCUE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ADOPTED HORSE, OR ANY OTHER EVENT, COVENANT, CONDITION OR OCCURRENCE, INCLUDING WITHOUT LIMITATION, THE TEMPORARY OR SUITABILITY OF THE ADOPTED HORSE FOR RIDING, ALL OF SUCH WARRANTIES BEING SPECIFICALLY DISCLAIMED. ADOPTER THEREFORE ACCEPTS THE ADOPTED HORSE ON AN "AS IS" AND "WITH ALL FAULTS" BASIS. ADOPTER ACKNOWLEDGES THAT RESCUE MADE NO ORAL REPRESENTATIONS OR WARRANTIES.

Q. Penalty

Should adopter default or breach any of the terms of this Contract, Adopter shall be obligated to pay \$5,000.00 to Rescue in damages, exclusive of attorney's fees and court costs.

R. Entire Agreement

This Contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement.

S. Enforceability, Severability

In the event one or more parts of this Contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect. This Contract shall be binding upon the parties, their respective heirs, successors and assigns. The waiver of any provision hereof by Rescue on any one occasion shall not effect a waiver of any provision hereof or of any provision of any other agreement to which Rescue is a party.

T. Notices

Any and all notices to Rescue shall be sent to:

Any and all notices sent to Adopter shall be sent to:

U. Laws Governing, Choice of Venue

This agreement shall be governed by the laws of the State of Mississippi. Should this Contract be litigated, Adopter agrees that venue shall be in Attala County, Mississippi.

V. Legal Fees

Should a dispute arise hereunder where litigation becomes necessary to enforce any of the terms and conditions stated herein, the prevailing party shall be entitled to recover reasonable attorney fees and court costs, if any.

Client Signature **Date**

Rocking R Ranch & Rescue, Inc. **Date**