



ADOPTION AGREEMENT

This Adoption Agreement (hereinafter "Agreement") is entered into this ____ day of _____, 20__ (the effective date) by and between _____ (herein referred to as "Adopter")and **Indian Hills Farm** _____, collectively referred to as the "Parties".

WHEREAS **Indian Hills Farm** is the owner of the retired horses placed there and funded by GALLOPING OUT; and

WHEREAS, the Adopter is an individual who desires to adopt a horse under the guidelines of GALLOPING OUT and **Indian Hills Farm** (hereinafter the "Adopted Animal"); and

WHEREAS, GALLOPING OUT is not a party to this agreement but is a charitable organization that has provided funding for the Adopted Animal and whose mission is to provide humane treatment and shelter to former Chicago based thoroughbred race horses while working to facilitate the finding of adoptive homes, to educate the public, and to raise awareness for responsible equine ownership so that fewer horses end up in crisis; and

WHEREAS, it is in the best interest of the Parties to set forth with greater certainty the respective rights and obligations of each party;

NOW, therefore, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, and in reliance upon the recitals set forth above which are incorporated herein by reference, the Parties do hereby agree and represent as follows:

- 1. Adopted Animal:** The Adopter hereby agrees, pursuant to and in accordance with the terms and conditions as set forth in this Agreement, to adopt and provide care for the horse known as and described herein:

Name: _____

Age: _____

Sex: _____

2. Transfer of Adopted Animal: **Indian Hills Farm** hereby agrees to transfer ownership of the Adopted Animal to the Adopter, subject to the continuing conditions set forth in this agreement. Jockey Club registration papers shall be terminated, but copies of the foal papers will be provided along with racing statistics if the Adopter wishes.

3. Adoption Fee: The Adopter understands that an adoption fee in the amount of _____ US dollars shall be paid in full before the Adopted Animal leaves the possession of **Indian Hills Farm** unless other arrangements and/or accommodations have been agreed to by the Parties and said additional agreement is attached to this Agreement. The Adoption Fee is nonrefundable.

4. Adopted Animal General Care Requirements: The Adopter will, at his or her own expense, care for and maintain the Adopted Animal. Such required care and maintenance shall include, but shall not be limited to, the following: The Adopted Animal shall be provided with adequate and proper quantities of wholesome feed and fresh water, and including, when specified, any additional special supplements; safe and adequate shelter, which shall include at least a stall/ run-in shed and turnout area; proper, adequate and regular exercise; appropriate hoof care; any required veterinary attention, including standard yearly vaccinations for any diseases recommended for the Adopted Animal's resident state; and a regular deworming program. Within 30 days of the 1 year anniversary of the adoption date, the Adopter shall provide **Indian Hills Farm** a current veterinary report and photographs of the Adopted Animal, dated no more than 30 days prior to the Adoption Date.

5. Health Records of Adopted Animal: The Adopter understands that the Adopted Animal may have health limitations due to previous racing activities. **Indian Hills Farm** shall provide the Adopter with the health records of the Adopted Animal that were known to it at and/or after the time it obtained possession of the Adopted Animal, and the specially required medications and nutritional needs of the Adopted Animal.

a) Date of last worming: _____

b) Date of last vaccinations: _____

c) Date of last dental work: _____

d) Required medications and supplements: _____

e) The Adopted Animal may have the following health issues: _____

Limitations as to riding/use of the Adopted Animal: The Adopter understands that there may be limitations as to the type of riding and/or use appropriate for the Adopted Animal. The Adopter agrees to ride and/or use the Adopted Animal only in accordance with those limitations.

6. No Warranties or Guarantees: The Adopter understands and agrees that any information provided to Adopter regarding the Adopted Animal is offered as a courtesy to the Adopter and further understands and agrees that any disclosures or statements made by **Indian Hills Farm** is merely an

opinion. **Indian Hills Farm** does not guarantee the soundness, temperament, or general condition of the Adopted Animal and nothing herein shall be construed as a claim, representation or warranty as to the soundness, temperament, health, mental disposition or fitness for a particular purpose of the Adopted Animal. **Indian Hills Farm strongly recommends that the Adopter consults with his/her own veterinarian to determine the health condition of the Adopted Animal.**

7. **No breeding:** In the case of fillies and mares, Adopter agrees that the Adopted Animal shall not be used for breeding purposes. _____ (please initial)
8. **Site check:** **Indian Hills Farm** reserves the right to do site checks on all adopted equines after 6 months or whenever it deems necessary to evaluate the Adopted Animal to determine if the Adopter is complying with all provisions of this Agreement. The Adopter shall be provided with reasonable notice prior to this site check unless it has been determined that the Adopted Animal is in distress or danger.
9. **Termination of Agreement by Adopter:** If the Adopter is unable or unwilling to care for the Adopted Animal as set forth in this Agreement, or if the Adopter wishes to sell or transfer ownership of the Adopted Animal during the first 12 months, Adopter shall immediately notify **Indian Hills Farm** and allow them up to 30 days to retain possession of the Adopted Animal if it so chooses, and/or to pre-screen potential new owners. In the event of the death of the Adopter during this Agreement, Adopter directs that the horse herein described be returned to **Indian Hills Farm**. **It is further understood by the Adopter that under no circumstances and at no time during the term of this Agreement may the Adopted Animal be taken to auction or sold for slaughter.**
10. **Breach of Agreement:** In the event that **Indian Hills Farm** determines that the Adopter fails to comply with any term of this Agreement, and/or if **Indian Hills Farm** becomes aware of the Adopter's involvement with any humane society or animal control agency, which involvement resulted in a warning or citation for the inhumane treatment of any animal or the Adopted Animal, Adopter shall be in breach of this Agreement and **Indian Hills Farm** in addition to any other remedies it may have, shall have the right to enter the property where the Adopted Animal is kept and immediately take possession of the Adopted Animal. Adopter will be responsible for any and all costs associated with the rehoming of the Adopted Animal by **Indian Hills Farm**. If the animal is determined by a veterinarian to be in a debilitated or unhealthy condition upon return, Adopter will be responsible for any and all costs incurred to return the animal to a healthy condition.
11. **Remedies upon Breach/Repossession of Adopted Animal:** The parties agree that in the event of a breach of this Agreement by the Adopter, the exact amount of actual or potential damages to **Indian Hills Farm** and the Adopted Animal are inherently difficult to determine with precision, and that any breach will result in immediate and irreparable harm to **Indian Hills Farm** or the Adopted Animal for which **Indian Hills Farm** will have no adequate remedy in law and therefore shall be entitled to all remedies available at law and equity. The parties further agree that if Adopter breaches any of the provisions of this Agreement, **Indian Hills Farm** shall be entitled to injunctive relief, its reasonable

attorneys' fees and costs associated with such action, and all such further relief as a court of competent jurisdiction may deem just and proper. In the event Adopter breaches this Agreement, the Adopter shall not be entitled to any reimbursement of any funds whatsoever directly or indirectly related to the Adopter's possession of the Adopted Animal.

12. Attorney's Fees and Court Costs: Adopter agrees to pay any and all reasonable attorney fees and any and all court costs of **Indian Hills Farm** in the event any matter arising under this Agreement is forwarded to any attorney for enforcement of **Indian Hills Farm's** rights and remedies under this Agreement.

13. Choice of Law: This Agreement and the rights and obligations of the parties hereto shall be subject to and shall be construed and interpreted under the laws of the State of Illinois. The Parties hereto shall also consent to jurisdiction of the courts of Illinois for all purposes and any disputed arising hereunder.

14. Modifications: This Agreement shall not be modified or amended except by a writing signed unanimously by all of the parties hereto.

15. Severability: If any term of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term shall be valid and enforceable to the fullest extent permitted by law.

16. Assignability: The rights and obligations of this Agreement are not assignable by either party, except upon the written agreement of the parties hereto.

17. Notices: All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or certified mail, return receipt requested at the addresses set forth below or at such other addresses the Parties may, from time to time, designate in writing:

For Indian Hills Farm: 4872 Indian Hills Drive
Edwardsville, IL 62025

For Adopter: _____

For Galloping Out: 7301 W 25th Street #321
North Riverside, IL 60534

18. Entire Agreement: This Agreement supersedes all prior agreements and understandings between the Parties with respect to the subject matter hereof. To the extent any conflict exists between the Parties' prior agreements and this Agreement, the provisions of this Agreement shall control. This Agreement, any exhibits and other writings referred to; herein constitute the entire understanding of the Parties with respect to the subject matter hereof.

19. Waiver: Indian Hills Farm's waiver of any breach or default by Adopter hereunder shall not be considered valid unless in writing and signed by the party giving such waiver. No such waiver shall be deemed a waiver of any subsequent breach or default.

20. Time is of the Essence: Time is of the essence in this agreement.

21. Indemnification and Hold Harmless: Adopter agrees and understands that neither **Indian Hills Farm** or its employees or agents will be liable for any damages or injury to Adopter, its heirs, assigns, beneficiaries or any third person, or any property caused directly or indirectly by the Adopted Animal once Adopter retains possession of the Adopted Animal, including but not limited to damages or injuries caused by the fact that the Adopted Animal does not behave or perform in the manner expected. Further, if any third person makes a claim against **Indian Hills Farm** or any of its officers, employees or agents, as a result of any action or conduct of the Adopted Animal after Adopter has taken possession of it, Adopter agrees to indemnify and hold **Indian Hills Farm**, their representative, its officers, employees and agents harmless from any claim, including costs and attorney's fee resulting from such claim.

22. Signature:

By my signature below I verify that I have read and understand this agreement, and will carry out the provisions as stated herein.

Adopter: _____

Signature

Address: _____

Date: _____

Indian Hills Farm: _____

Signature

4872 Indian Hills Drive Edwardsville, IL 62025

Acknowledged by Galloping Out: _____ Signature
7301 W 25th Street #321 North Riverside, IL 60546

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