



NM Horse Rescue at Walkin N Circles Ranch
PO Box 626
Edgewood, NM 87015

(505) 286-0779

ADOPTION AGREEMENT AND COVENANT

THIS ADOPTION AGREEMENT (hereinafter referred to as the "Agreement"), entered into on this _____ day of _____, 20____ between _____ (hereinafter known as the "Adopter", singularly or collectively) and New Mexico Horse Rescue at Walkin N Circles Ranch, Inc. (hereinafter "WNCR"), is a legally binding agreement delineating the terms and conditions of the adoption of the equine currently known to all parties as _____ (hereinafter "Said Horse"). The details of Said Horse are as follows:

Y.O.B _____ COLOR _____ BREED _____ GENDER _____
MICROCHIP # _____ MARKINGS _____

DESCRIPTION OF SAID HORSE'S PHYSICAL CONDITION AT THE TIME OF THIS AGREEMENT:

The Adopter and WNCR hereby agree to the following terms:

1. Upon receipt of this signed Agreement, WNCR agrees to transfer possession and ownership of Said Horse to the Adopter subject to the conditions set forth in this agreement. The Adopter understands that an adoption fee in the amount of \$_____ shall be paid to Walkin N Circles Ranch with cash, a credit card, a cashier's check or a money order. This Agreement will not be signed until after Said Horse has been delivered to the Adopter's property.
2. WNCR makes no implied warranties as to the marketability or fitness for any particular purpose of any equine offered for adoption. While WNCR will assist with assessing a particular horse's suitability for an Adopter, it is ultimately the sole responsibility of the Adopter to carefully consider Said Horse's abilities, health and additional relevant attributes and make their selection of Said Horse accordingly.
3. The Adopter understands that many of the conditions of Said Horse are not obvious, and WNCR does not know all of the details of Said Horse's history and makes no claims to that effect. The Adopter understands that Said Horse may have health limitations due to previous instances of abuse and/or neglect. WNCR has provided the Adopter with any of Said Horse's health records known to exist both prior to the time WNCR took possession and while Said Horse was in WNCR's care. WNCR has also provided the Adopter with information about any specially required medications and nutritional needs of Said Horse. The Adopter understands that WNCR is making these disclosures in the best interest of Said Horse and as a courtesy to the Adopter; these disclosures are merely opinions, and should not be considered a claim, representation or warranty as to the temperament, health or mental disposition of Said Horse.

4. The Adopter understands there may be limitations as to the type of riding appropriate for Said Horse and agreed to ride Said Horse only in accordance with those limitations in order to prevent injuries to Said Horse or the Adopter.
5. Examination of Said Horse prior to adoption is the sole responsibility of the Adopter. The Adopter acknowledges that Adopter has been advised by WNCR to consult with a licensed veterinarian and/or an experienced horseperson prior to adoption to complete an independent evaluation of Said Horse if desired.
6. The Adopter will, at his or her expense, care for Said Horse in a responsible and humane manner, including but not limited to providing adequate shelter, feed, turnout, worming, farrier, veterinary, and dental care. The Adopter will ensure that Said Horse is kept in an environment free of abuse, neglect, poor handling or mismanagement. *Refer to Pre-Adoption Inspection Checklist.*
7. The Adopter or any other individual or organization in possession of the equine as of the date of the agreement and any time thereafter is bound to not sell the equine at auction for slaughter or allow the equine to be sold, transferred, released, or otherwise placed into possession of any person or organization that will cause or allow the equine to be sold at auction for slaughter. The Adopter also promises Said Horse will not be used to race, nor will it be bred. If Said Horse is pregnant at the time of adoption the Adopter will castrate any male offspring and provide proof of castration to WNCR by the foal's second year. If this section of the Agreement is breached, Said Horse and any of Said Horse's offspring will be returned to WNCR at the Adopter's expense.
8. The Adopter may return Said Horse to WNCR at any time and for any reason if they are unable to care for Said Horse or if Said Horse is no longer wanted. In the event that Said Horse is returned at any time after the Adopter takes ownership, WNCR will not refund any monies paid as an adoption fee and/or donation for Said Horse, regardless of the reasons for the return. WNCR may also charge a surrender fee of \$275, and/or charge a reasonable amount for the transport of Said Horse to WNCR if needed. If Said Horse is surrendered back to WNCR by the Adopter, the Adopter will not be able to work with Said Horse as a volunteer at WNCR. Further, once a surrender is finalized, the Adopter/Former Owner will generally not be able to adopt another WNCR horse in the future. There may be an exception in cases where the surrender takes place within 90 days of an adoption, or in cases in which extraordinary circumstances exist.
9. The Adopter understands that WNCR will contact you for a short period of time after the adoption to provide support, if needed, and to check on the progress of Said Horse. We also encourage the Adopter to contact us with any questions or just to let us know how the equine is doing.
10. In signing this Agreement, the Adopter swears they have never been charged with or convicted of any crime involving animal abuse in New Mexico or in any other state or country. If at any time WNCR becomes aware of such a charge or conviction, possession and ownership of Said Equine will automatically revert back to WNCR.
11. The Adopter agrees that this Agreement is governed by the laws and regulations of New Mexico. The Adopter further agrees that, should any disputes arise, all legal proceedings must be filed, mediated, arbitrated, heard, tried and decided in New Mexico.
12. In the event of a breach of this Agreement, WNCR will use all legal means to enforce its terms, including but not limited to making a report to a relevant law enforcement agency or to the New Mexico Livestock Board and filing a civil suit.

13. The Adopter agrees to hereby indemnify and hold WNCR and its officers, directors, and volunteers harmless from and against any and all claims, actions, damages, liability, and expense in connection with the loss of life, personal injury, and/or damage to property arising out of use or care of Said Horse. The Adopter also agrees WNCR shall be held harmless for any current illnesses, or future illnesses/injuries of Said Horse pursuant to the New Mexico Equine Liability Act, NMSA 1978 42-13-1 to 42-13-5 and any subsequent revisions.
14. The Adopter agrees that WNCR may use any photographs or video of Said Horse in any way it deems appropriate to support its mission, including, but not limited to, fundraising purposes.

I, the Adopter, have had the chance to review this document and/or have it reviewed by an attorney if I so choose, and I understand and agree with all the terms herein.

Adopter

Date

Adopter

Date

NEW MEXICO HORSE RESCUE AT WALKIN N CIRCLES RANCH, INC.

By _____

Title _____

Signed _____

ADDENDUM 1
ADOPTER'S CONTACT INFORMATION

Please print or write legibly.

HORSE NAME _____

Adopter 1

Name _____

Address _____

City _____ State _____ Zip _____

Mailing Address (if different) _____

City _____ State _____ Zip _____

Email Address _____

Phone _____ Alternate Phone _____

Driver's License # _____ State _____ Exp _____

Adopter 2

Name _____

Address _____

City _____ State _____ Zip _____

Mailing Address (if different) _____

City _____ State _____ Zip _____

Email Address _____

Phone _____ Alternate Phone _____

Driver's License # _____ State _____ Exp _____

ADDENDUM 2
BOARDING & VETERINARY INFO

Please print or write legibly.

HORSE NAME _____

Primary Veterinarian

Name _____

Business Name _____

Address _____

City _____ State _____ Zip _____

Email Address _____

Phone _____

Boarding Facility (if applicable)

Business Name _____

Contact Person _____

Address _____

City _____ State _____ Zip _____

Email Address _____

Phone _____

ADDENDUM 3
EQUINE HEALTH INFORMATION

Note: Health records or additional descriptions may be attached where appropriate

Please print or write legibly.

HORSE NAME _____

Known health history and/or health problems of Said Horse

Recommended medications, treatments and supplements for Said Horse

Nutritional needs of Said Horse

Riding limitations of Said Horse

WNCR Staff Member _____ Position _____

Signature _____ Date _____

ADDENDUM 4
EQUINE TRAINING INFORMATION

Please print or write legibly.

HORSE NAME _____

Ground training of Said Horse

Saddle training of Said Horse

Cart training of Said Horse

Continued training recommendations for Said Horse

WNCR Staff Member _____ Position _____

Signature _____ Date _____