



## Second Chance Ranch Adoption Agreement

Horse Name: \_\_\_\_\_ Microchip/ Tattoo \_\_\_\_\_

Age, Breed, Gender: \_\_\_\_\_

Name of Adopter: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Adoption Fee: \_\_\_\_\_

- 1. CONSIDERATION:** In consideration for the stated fee of \$\_\_\_\_\_, payable upon execution of this agreement, Second Chance Ranch grants to Adopter lifetime ownership of the horse, \_\_\_\_\_, Jockey Club Reg.# \_\_\_\_\_, for the purpose of providing a safe, healthy, and loving home, under the following terms and conditions.
- 2. WAIVER OF LIABILITY:** Upon execution of this agreement and the Waiver of Liability attached, Adopter hereby releases, holds harmless, exonerates and absolves Second Chance Ranch, it's owners, directors, members, managers and employees and agents from any and all liability whatsoever, in the event of injury or death or damage of any nature and kind to Adopter.
- 3. DISCLOSURE:** Second Chance Ranch agrees to disclose any known injuries, blemishes, unsoundness, or other pre-existing conditions. Adopter understands that many conditions of the horse are not obvious, and that Second Chance Ranch cannot know all the details of the horse's history. Adopter acknowledges that he or she has sole responsibility for determining if the horse is fit for use.
- 4. RIGHT OF INSPECTION:** Adopter agrees that an authorized representative of Second Chance Ranch shall have the right to inspect the subject horse and the facilities where the horse shall be maintained.
- 5. RIGHT OF RETURN:** In the sole discretion of the Adopter, the above horse may be returned to Second Chance Ranch at any time. Adopter shall be responsible for all costs of return. Adoption fees over \$1,000 shall be refunded in full, if the horse is returned within 6 months of the date of this Agreement, providing subject horse is returned free from damage to health or condition.
- 6. TRANSFERS, ASSIGNMENTS, SLAUGHTER:** Adopter agrees that said horse will never be offered for sale, trade, lease, rent or other forms of transfer. Adopter shall not slaughter the subject horse, nor sell it for slaughter. Adopter agrees to contact Second Chance Ranch by phone at 360-861-8056 or in writing at PO Box 899, Elma, WA 98541 if you are not able or willing to care for the subject horse.
- 7. LIMITATION OF USE:** The horse is transferred to Adopter solely for use as a pleasure or show horse. Adopter understands that the horse cannot be used for racing of any kind. Entry into any race, or the publication of any recorded work by the horse will automatically void this agreement and Second Chance Ranch shall take possession of the horse without court order. Return of horse in violation of this condition shall be at sole expense of the Adopter.

8. **CHANGE OF ADDRESS:** Adopter agrees to notify Second Chance Ranch Rescue thirty (30) days prior to any change in location of horse. Adopter will otherwise maintain subject horse at the following address: Name, address and telephone number of the boarding facility/private residence where horse will reside:

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9. **RIGHT OF TERMINATION:** Adopter understands that Second Chance Ranch Rescue grants ownership of the above horse to Adopter only for such time as the above horse shall be maintained according to acceptable standards of horse husbandry. Adopter agrees to maintain said horse in good health, to provide adequate food, free access to water, shelter, farrier, dental, and veterinary care. At such time if said horse is not maintained according to acceptable standards of horse husbandry, as shall be determined by Second Chance Ranch, this agreement shall terminate and Adopter shall surrender said horse to Second Chance Ranch upon demand and without court order. In the event that Second Chance Ranch shall void this agreement for reason of insufficient standard of care, Adopter shall be responsible for all costs of recovery, including transportation and legal fees. Name, Address and Phone Number of Adopter's veterinarian:

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I am 18 years or older. All of the information I have given above is true and complete. I understand and agree to these terms, and have been given a copy of this document.

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

Print \_\_\_\_\_

SCR Representative \_\_\_\_\_ Date \_\_\_\_\_

Print \_\_\_\_\_

**Second Chance Ranch**  
**PO Box 899, Elma, WA 98541**  
**360-861-8056**  
[info@secondchanceranch.org](mailto:info@secondchanceranch.org)  
[www.secondchanceranch.org](http://www.secondchanceranch.org)

**EQUINE ACTIVITY RELEASE AND WAIVER OF LIABILITY**

This Equine Activity Release and Waiver of Liability (the "Release") is entered into between \_\_\_\_\_ ("Rider") and Second Chance Ranch ("SCR"). In consideration of the privileges of training and riding a Thoroughbred horse (hereinafter the "subject Horse"), Rider freely and voluntarily enters into this Release with the understanding that this Release is a waiver of ANY AND ALL liability(ies).

1. **Equine Related Risks.** Pursuant to RCW 4.24.530, Rider understands that equine activities are considered dangerous and can result in serious injury and even death to persons engaging in these activities. Horses are inherently unpredictable and no amount of training can eliminate this trait. Horses ALWAYS pose a possible danger to those persons engaging in all activities involving horses. Equine related risks include, but are not limited to, injury, harm or death to Rider resulting from: bucking, biting, kicking, rearing, shying, falling; or stepping upon; the unpredictability of a horse's reaction to unfamiliar objects, sounds, sudden movement, persons or other animals; hazards, such as surface and subsurface ground conditions, collisions with other horses, animals or objects; and the potential of another horse owner to not maintain control over his/her horse or horses.

2. **Assumption of Risk.** Rider expressly acknowledges and assumes all risk related to or arising from his/her training and/or riding the Subject Horse, including without limitation, the risk of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency or other medical care and the negligence and/or the deliberate act of another person.

3. **Release and Hold Harmless.** Rider hereby releases, holds harmless, exonerates and absolves Second Chance Ranch (SCR), its owners, officers, directors, shareholders, members, managers, employees and agents and anyone directly or indirectly connected with Consignor (hereinafter collectively referred to as the "Released Parties"), from any and all liability **WHATSOEVER** in the event of injury or death or damage of any nature and kind to Rider.

4. **Agreement Not to File Claim or Suit.** Rider further agrees not to bring any claim or suit against Released Parties on account of, or in conjunction with, any claims causes or action, injuries, damages, or expenses (collectively "Liabilities") by Rider whether known or unknown arising out of any equine related activities with the Consignor Horse, including without limitation, such Liabilities as may arise from death, personal injury, property damage, economic loss, including consequential damages, to Rider.

I, \_\_\_\_\_, the undersigned, have read and understood and freely and voluntarily enter into this Release with the understanding that this Release is a waiver of any and all liability(ies) and my agreement not to file a claim or lawsuit against the Released Parties. I have received a signed copy of this agreement.

**In Witness Whereof,** Consignor and Rider have entered into this Release this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**RIDER:**

**CONSIGNOR**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
By: (Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)