

Rise Up Equestrians, Inc.

640 Hickory Rd.

Palmerton, PA 18071

610-573-0126

[www.riseupequestrians.com](http://www.riseupequestrians.com)

FEIN: 92-3792039



*A registered 501(c)(3) nonprofit organization*

### ADOPTION AGREEMENT

This Agreement is made on this \_\_\_\_ day of 20\_\_\_\_, between **Rise Up Equestrians, Inc.** (hereinafter referred to as "**Rise Up**") and \_\_\_\_\_ (hereinafter referred to as "**Adopter**").

RUE rehomes the following horse to Adopter:

Registered Name: \_\_\_\_\_ Barn Name: \_\_\_\_\_

Certificate Registration Number/Tattoo (if applicable): \_\_\_\_\_

### GENERAL TERMS

The Adopter agrees that the horse will *never* be sold through any equine or livestock auction, nor sold or transferred for the purpose of meat or slaughter. Furthermore, the horse may not be sold, gifted, loaned, leased, or otherwise removed from the Adopter's direct supervision, except as outlined in the "Right of First Refusal" section below.

### RIGHT OF FIRST REFUSAL AGREEMENT

If at any time the Adopter wishes to sell, lease, trade, give away, or otherwise transfer ownership or control of the horse, Rise Up must be given the Right of First Refusal. Written notification must be sent via certified mail to:

**Rise Up Equestrians, Inc., 640 Hickory Rd., Palmerton, PA 18071**

Rise Up reserves the right to repurchase the horse by matching any bona fide offer. The Adopter must provide documentation of the offer, including the prospective purchaser's name, address, and phone number.

Failure to notify Rise Up and offer the Right of First Refusal constitutes a breach of this agreement. The Adopter will be responsible for all legal expenses incurred by Rise Up to enforce this clause. Furthermore, any unauthorized transfer of the horse may result in the adoption, transfer, or sale being declared null and void. In such cases, the horse may be reclaimed by Rise Up without the need for a court order.

**Please note: Adoption fees are non-refundable.**

### LIABILITY

The Adopter agrees to indemnify and hold harmless Rise Up, its board members, volunteers, employees, and any prior owners of the horse from any and all liability for injury or damage caused by the horse. This includes, but is not limited to, attorney's fees, legal costs, damages, medical expenses, and any other costs resulting from incidents involving the horse. The Adopter acknowledges that Rise Up makes no guarantees regarding the horse's condition, temperament, or soundness.

This Adoption Agreement represents the full and complete understanding between the parties. No other verbal or written agreements shall be considered binding unless explicitly stated in this document. Any amendments or modifications must be made in writing and signed by both parties.

**Adopter Information:**

Print Name: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_ (Adopter's Initials) I acknowledge that I have been made aware of any identified soundness issues by Rise Up and/or a veterinarian and understand the horse's limitations, if any, which may affect the career for which I have adopted the horse.

**Rise Up Representative:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_