

# Iowa Equine Rescue & Awareness League

PO Box 8726 Cedar Rapids, IA 52408-8726

ieraladoption@gmail.com

www.iaeral.org

## (IERAL) Adoption Agreement

This Adoption, Release and Indemnity Agreement (hereinafter "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Iowa Equine Rescue and Awareness League, Inc. (hereinafter "IERAL") an Iowa based Rescue Program with postal address P.O. Box 8726, Cedar Rapids, Iowa, 52408-8726 and approved Adoption Applicant (hereinafter "Adopter") \_\_\_\_\_, with the following contact address \_\_\_\_\_, Telephone Number \_\_\_\_\_, Email Address \_\_\_\_\_, Driver's License \_\_\_\_\_.

Whereas IERAL has custody of the following equine (hereinafter "equine")

Name " \_\_\_\_\_ " age \_\_\_\_\_, sex \_\_\_\_\_, breed \_\_\_\_\_, with coat color described as \_\_\_\_\_, and unique or identifiable markings noted as \_\_\_\_\_. Equine also has identifiable scar(s) \_\_\_\_\_, tattoo(s) \_\_\_\_\_, microchip \_\_\_\_\_ and is recorded with an approximate height in inches or hands (taped) \_\_\_\_\_, approximate weight (taped) \_\_\_\_\_ lbs, IERAL Reference \_\_\_\_\_ which equine is currently owned by IERAL. See photo/photos attached hereto for a visual illustration of the equine and its markings and/or tattoos (Exhibit 1).

Whereas, Adopter wishes to take custody of equine;

Now, therefore, in consideration of IERAL's relinquishment of custody and any and all ownership rights to equine, Adopter hereby gives and grants unto IERAL this Adoption, Release, and Indemnity Agreement and promises, covenants, and agrees as follows:

### HOLD HARMLESS

IERAL and its officers, directors, volunteers and agents (hereinafter, "IERAL") shall not be liable for any personal injury, death, or property damage directly or indirectly by equine as a result of any actions by IERAL, including but not limited to, acts of negligence. Furthermore, Adopter acknowledges and agrees that by signing this agreement and taking custody of equine, Adopter does hereby release IERAL from any and all liability claims, lawsuits, demands, or causes of action, which may arise out of or be brought against IERAL under any and all theories of liability. By virtue of the release of equine to Adopter, Adopter expressly acknowledges that the release provided for in this paragraph is designed and intended to protect IERAL from the consequences of any attack, behavior or other action by equine, and from the consequences of any act or omission or negligence on the part of IERAL in obtaining custody of equine, in providing care for equine, or in failing to provide timely or adequate warning to any person concerning equine. Please initial here to signify that the parties have read and agree to the "Hold Harmless" section of this Agreement:

ADOPTER \_\_\_\_\_ IERAL AGENT \_\_\_\_\_ Date: \_\_\_\_\_

### INDEMNIFICATION

Adopter expressly agrees to defend, pay, indemnify, and hold harmless IERAL from all lawsuits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or damage to any property, received or sustained by any person or persons or property, arising out of or occasioned by, directly or indirectly, the release of equine to Adopter. Adopter expressly acknowledges and agrees that the indemnity provided for in this paragraph is designed and intended to protect IERAL from the consequences of any attack, behavior, or other action by equine, and from the consequences of any act or omission or negligence on the part of IERAL in obtaining custody of equine, in providing care for equine, or in failing to provide timely or adequate warning to any person concerning equine. Please initial here to signify that the parties have read and agree to the "Indemnification" section of this Agreement:

ADOPTER \_\_\_\_\_ IERAL AGENT \_\_\_\_\_ Date: \_\_\_\_\_

### NO WARRANTIES OR REPRESENTATIONS

Adopter understands that IERAL makes no warranties (express or implied) or representations as to the health, fitness, demeanor or well being of equine. Adopter agrees and understands that upon taking custody of equine, Adopter assumes any and all risk associated with the equine's physical condition, including but not limited to, sickness or death of the equine. Additionally, Adopter assumes all risk and consequences in the event equine should bite, kick, buck, injure or cause the death of any person or animal, or cause damage to property after being released into Adopter's custody.

Please initial here to signify that the parties have read and agree to the "NO WARRANTIES OR REPRESENTATIONS" section of this Agreement:

ADOPTER \_\_\_\_\_ IERAL AGENT \_\_\_\_\_ Date: \_\_\_\_\_

**Adopter further promises, covenants, and agrees:**

1. The adoption donation and application fee are **nonrefundable**;
2. to care for equine responsibly (including but not limited to, adequate food, shelter, water, veterinary care, farrier care, and love);
3. to ensure equine is kept current on all immunizations and updated according to veterinarian's schedule, which may include Rabies, EWT, Rhino, Flu and any other vaccinations that may become necessary in addition to regular de-worming;
4. to house equine in accordance with the laws and ordinances of the municipality, county and state in which Adopter resides;
5. to notify IERAL of the exact location of the facilities where equine will be kept;
6. to provide 20 business days notice prior to any relocation of equine (unless an emergency situation arises including predicted natural disaster, fire, etc. In such emergency situation Adopter agrees to notify IERAL within 5 business days of relocation.);
7. that any new location must be approved by IERAL;
8. IERAL reserves the right to examine and make inquiry about equine at any time. If adopter fails to keep equine in accordance with the terms of this agreement, IERAL may retake custody of equine without refunding the adoption donation and application fee, if any, without recourse by Adopter;
9. not to sell, trade or dispose of equine, before informing IERAL, which shall have the option of retaking equine without refunding the adoption donation and application fee, if any, and without recourse by Adopter. Adopter understands that advance notice of at least one week is often required. Adopter will keep equine in Adopter's care for this period of time;
10. that equine shall not be used for the purpose of experimentation;
11. that equine will not be used in any breeding capacity;
12. that equine will not be placed in any positions of unreasonable risk of injury;
13. to promptly notify IERAL of any change of address for Adopter;
14. to notify IERAL if equine dies and to provide a veterinarian's cause of death statement and photograph within 15 days of death if due to any cause other than age related causes;
15. that all information contained on Adopter's Application is true and correct; if IERAL learns that information on this application is materially false or misleading in any respect, Adopter agrees that ownership of equine shall be forfeited and IERAL may retake equine without refunding the adoption donation and application fee, if any, and without recourse by Adopter
16. that equine shall not be returned to any former owner or to any person having animals previously seized from their property without written consent from IERAL;
17. that the breach by Adopter of this agreement would damage IERAL in a way it could not be adequately compensated by monetary damages. The parties therefore agree that the breach or threatened breach by Adopter of this Agreement may appropriately be restrained by an injunctive order for Adopter to return equine to IERAL, granted by a court of appropriate jurisdiction. Adopter further agrees to pay IERAL the cost IERAL incurs to retake custody of equine, including court fees, attorney's fees, and other related fees;
18. that this Agreement shall be governed and construed in accordance with the laws of the state of Iowa, and;
19. that any disputes between the parties to this Agreement concerning the subject matter of this agreement shall be submitted for resolution to the courts of Linn County, IA;
20. Other promises, covenants, and/or agreements:

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ADOPTER \_\_\_\_\_ IERAL AGENT \_\_\_\_\_ Date: \_\_\_\_\_

I, the Adopter, understand all conditions and assume full responsibility for this equine's lifetime. I fully understand and agree that if I fail to comply with any of the terms and conditions herein enumerated, I will surrender equine to IERAL upon demand. In the event this occurs, I will be in breach of contract and held responsible as such.

Adopter Name (print) : \_\_\_\_\_ Adopter Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Adoption Donation: \_\_\_\_\_ Additional Donation: \_\_\_\_\_ Total: \_\_\_\_\_

**MOST IMPORTANTLY...**

**OFFER A SAFE, SOUND, and HEALTHY environment to ALL Iowa Equine Rescue and Awareness League horses for LIFE!**

Iowa Equine Rescue & Awareness League, Inc.

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email: [ieraladoption@gmail.com](mailto:ieraladoption@gmail.com) or visit [www.iaeral.org](http://www.iaeral.org)

