

PLACEMENT AGREEMENT for NON-RIDEABLE HORSES

Horse: _____ Adopter: _____ Date of Placement: ____/____/____

The Recipient agrees to the following conditions and regulations:

1. Named horse may only be transferred back to the Thoroughbred Retirement Foundation (TRF) or transferred to a third party who has been **approved** by the TRF. Unless in the event of an emergency, thirty days notice must be given in order to allow TRF time to properly relocate named horse.
2. Named horse may not be raced or bred, assigned or disposed of. Should a life threatening situation arise, named horse may only be humanely euthanized.
3. The TRF shall, at TRF's sole expense, be responsible for transporting and delivering named horse to and from the farm.
4. In consideration for the care, feeding, vet expenses, farrier work and supervision of named horse, the TRF shall provide a written acknowledgment of the expenses incurred on behalf of the TRF or reimbursement of such expenses, provided such expenses are reasonable and provided further that the Recipient provides to the TRF records and receipts evidencing the expenses with its request for written acknowledgment.
5. The Recipient shall obtain its own independent tax advice as to any deductions associated with the written acknowledgment referred to in paragraph "4" above, as TRF does not provide tax advice. The Recipient waives and releases any and all claims and causes of action which the Recipient may have against the TRF for any damage, costs or expenses that the Recipient may incur by reason of the IRS disputing or disallowing the deduction.
6. **General Care Required:** 1) Named horse must maintain a healthy weight and condition for their age, as described by the Henneke Scoring System. 2) Named horse must have free access to fresh water at all times, as well as salt/mineral supplements. 3) At minimum, a three-sided shelter must be available at all times. 4) Adequate fencing and a companion animal must also be provided.
7. **Health Care Required:** 1) Yearly vaccinations are required (and in some situations, will be provided by the TRF). Eastern/Western Encephalitis, Tetanus, Rabies, West Nile and any other inoculations your veterinarian recommends for endemic diseases are strongly recommended. 2) Teeth must be kept in good condition. Recipient is responsible for getting teeth checked and floated if necessary. 3) Named horse must be kept on a regular de-worming program (fecal exams permitting and in some situations, de-wormer will be provided by the TRF). 4) Proper hoof care is required to be done as often as necessary to maintain sound hooves.
8. The Recipient agrees to forward a veterinarian's brief statement of the named horse's residence, general condition, weight, teeth and hoof condition annually or upon request (a form will be provided by the TRF for this purpose at the beginning of each year). This form is to be returned by June 1 of each year following named horse's placement date.
9. The Recipient agrees in advance that the TRF has the right to obtain all veterinary records directly from any veterinarian treating named horse and that execution of this form shall serve as a release to the applicable veterinarian authorizing the delivery to the TRF of all veterinary records maintained.
10. **The following require notifying TRF within 24 hours:** Death of named horse. Changing location of named horse.
11. The Recipient agrees to promptly advise the TRF of any incident or occurrence which might reasonably be expected to give rise to a claim related to named horse being boarded with the Recipient under this agreement.
12. The recipient agrees that named horse will reside at:

13. If the Recipient fails to comply with any of the conditions or regulations, the Thoroughbred Retirement Foundation reserves the right to regain possession of the named horse.

14. The Recipient agrees to permit a representative of TRF to visit the stabling property and the named horse and to return named horse to the program, if TRF feels the situation is undesirable for the well-being of the horse according to the standards explained herein.
15. The Recipient also releases the Thoroughbred Retirement Foundation from any liability and agrees to hold harmless the Thoroughbred Retirement Foundation and any of its employees, agents, directors, or trustees from any and all liability related to named horse, and any injury or cause of action related to named horse. The Thoroughbred Retirement Foundation makes no representations or guarantees about the soundness, abilities, temperament or health of named horse from the time named horse is released to the Recipients. Furthermore the Recipient agrees to all conditions set forth in this agreement regarding the above aforementioned.
16. I UNDERSTAND THAT THERE ARE MANY RISKS INVOLVED IN RIDING, PARTICIPATING AND/OR BEING AROUND HORSES. I UNDERSTAND THAT HORSES ARE UNPREDICTABLE BY NATURE AND IN THEIR BEHAVIOR AND CAN UNEXPECTEDLY BITE, KICK, BUCK, REAR UP, STRIKE OUT, RUN AWAY OR OVER ANYONE OR ANYTHING IN THEIR PATH. THEY HAVE ALSO BEEN KNOWN TO JUMP FORWARD, BACKWARDS, OR SIDE TO SIDE AND HAVE CAUSED INJURY TO THEMSELVES AND TO OTHERS, INCLUDING OTHER HORSES WHO MAY OR MAY NOT HAVE RIDERS. I ALSO UNDERSTAND THAT HORSES CAN DO ANY OF THESE THINGS AND OTHER THINGS NOT SPECIFICALLY MENTIONED WITHOUT APPARENT REASON AND WARNING. I ALSO UNDERSTAND THAT, DUE TO THEIR SIZE, THEY ARE POWERFUL AND INHERENTLY DANGEROUS.
17. I FURTHER UNDERSTAND THAT ANYONE RIDING OR BEING NEAR A HORSE IS AT RISK AND CAN SUFFER BODILY INJURIES AND/OR PROPERTY DAMAGE. I ALSO AGREE THAT I WILL NOT HOLD THE THOROUGHBRED RETIREMENT FOUNDATION OR AGENT, EMPLOYEE, TRUSTIES, OR DIRECTORS RESPONSIBLE FOR ANY INJURIES OR DAMAGES IF I SHOULD BE INJURED OR HAVE DAMAGES RESULTING IN ANY WAY FROM THE ADOPTED EQUINE.

I, _____ have read and accept the terms, conditions and above-stated regulations that pertain to my acceptance and placement of named Horse: _____.

SIGNATURE: _____

Date: ____/____/____

Registered Name of Horse: _____

Gender: _____ **Tattoo #:** _____ **Color:** _____

I, _____ hereby authorize this placement of the above-named horse.

Date of Placement: ____/____/____

(Name of adopter)

(Phone number)

(Complete address)

(Email address)

RETURN TO: Thoroughbred Retirement Foundation
 ATTN: Sara Davenport
 Phone: 859-519-8355 Fax: 518-226-0699
sara@thoroughbredretirement.org