Lifetime Adoption Agreement

University of New Hampshire

Adopter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ University of New Hampshire

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 278 Mast Rd. Durham, NH 03824

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 603-862-0343

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Erin.Morgan-Paugh@unh.edu

This adoption agreement is made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herein referred to as the Adopter, and

University of New Hampshire (UNH).

Horse to be Adopted:

Name: \_\_\_\_\_\_ DOB: \_\_\_\_ Sex: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Color: \_\_\_\_\_\_\_\_\_\_ Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Registration No: \_\_\_\_\_\_\_

Adoption of above horse is due to the following: \_Retirement from UNH Lesson program due to:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Consideration

In consideration of the total sum of $\_\_\_\_\_\_\_\_\_\_\_\_, University of New Hampshire agrees to give

horse to ADOPTER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_subject to the conditions listed below, and ADOPTER agrees to adopt the said horse described above on the terms and conditions further set forth herein.

The adopter agrees to the following terms for adoption:

(1) Adopted Horse cannot be used as a lesson or camp horse.

(2) Adopted Horse must be fed a high-quality forage (approx. 2% body weight / 20 lbs total per day) at

least two times per day and receive a minimum of 4 hours of turnout a day.

(3) Adopted Horse must receive regular veterinary & farrier care, including vaccinations, deworming,

dental floating and farrier services per veterinarian recommendations. At least one annual

veterinary exam per year, annual core vaccines: EWT, Rabies & West Nile, annual dental float,

regular fecal float and appropriate deworming, and farrier services every 6-8 weeks.

**Warranties**

(1) The University of New Hampshire warrants s/he has clear title to said horse.

(2) The University of New Hampshire makes no other warranties, express or implied, including

the Warranties of fitness for a particular purpose.

(3) Adopter warrants that s/he has had the option to review the condition and health of the horse,

including any veterinarian examinations, at Adopter’s expense. In the event Adopter has the horse

examined by a licensed veterinarian as indicated in this paragraph, then that veterinarian examination

shall be attached to this agreement.

(4) Adopter accepts the Adopted horse in its current condition “as is” and in its current location “where

is”. The University of New Hampshire makes no representation as to the Adopted horse’s

behavior or temperament and does not warrant or guarantee the condition, soundness, temperament,

or training of the adopted horse.

(5) The Adopter understands and acknowledges that being in the presence of horses and any and all

activities involving horses are inherently dangerous.

(6) The University of New Hampshire disclaims liability for any implied warranties, including

implied warranties of “merchantability” and “fitness” for a specific purpose.

**Liabilities and Risk of Loss**

(1) Adopter understands and agrees to assume all risks, known and unknown, responsibilities, and all

liability involved in the ownership of Adopted Horse under the terms of this agreement, and to

release, hold harmless, and indemnify UNH, its faculty, and staff from and against (or with respect

to) all claims, demands, actions and causes of action for damages that may be brought against

UNH and alleged to have been caused by the horse Adopted Horse following the transfer of

possession of the horse pursuant to this Agreement.

(2) Upon Adopter taking possession of Adopted Horse, the Adopter shall assume the risk of loss and

liability of the adopted horse and adopter agrees to indemnify and release the University of

New Hampshire from any and all liability or claims associated with Adopter’s possession of

the Adopted Horse. Possession for this purpose shall be when the Adopted Horse is loaded on the

trailer that shall transport the Adopted horse from its current location.

(3) The adopter acknowledges that the Adopter has been notified and hereby assumes all of the risks

inherent in equine activity, including, but not limited to, any of the following: (a) The propensity of

an equine to behave in ways that may result in injury, death, or loss to persons on or around the

Equine; (b) The unpredictability of an equine’s reaction to sounds, sudden movement, unfamiliar

objects, persons, or other animals, (c) Hazards, including, but not limited to, surface or subsurface

conditions; (d) A collision with another equine, another animal, a person, or an object; (e) The

potential of an equine activity participant to act in a negligent manner that may contribute to injury,

death, or loss to the person of the participant or to other persons, including, but not limited to,

failing to maintain control over an equine or failing to act within the ability of the participant. The

provisions of this paragraph shall survive the termination of this agreement.

(4) Under no circumstances shall the adopted horse be sold at auction.

**Law**

All terms, conditions and obligations described within this Lifetime Adoption Agreement shall be

interpreted and governed by New Hampshire law.

(1) If any dispute arises regarding the performance of this agreement, the parties expressly agree that

only those courts located within Strafford Country (NH) will have jurisdiction to determine such

disputes, and each party hereby consents to such jurisdiction.

(2) The parties hereto herby waive any right to trial by jury in matters arising out of this agreement.

University of New Hampshire and Adopter hereby specifically acknowledge the aforesaid

waiver of right to jury trial.

(3) The individual signing as the adopter is solely responsible for maintaining the conditions established above.

(4) For purposes of this agreement, and except as otherwise set forth in this agreement, this agreement

shall be binding upon, and inure to the benefit of, University of New Hampshire and the

Adopter, and the parties’ respective representatives, successors, and permitted assigns.

(5) Adopter shall make all of its representatives, successors or assigns aware of the terms of the

agreement and shall agree to be bound by the terms of this agreement. Adopter shall be responsible

for any breach of this agreement by any of its representatives, successors, or assigns.

(6) A copy, facsimile, scanned, or electronic signature or affirmation by email or other internet

communication shall be binding and enforceable.

Executed this Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signatures:

Adopter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

University of New Hampshire: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_