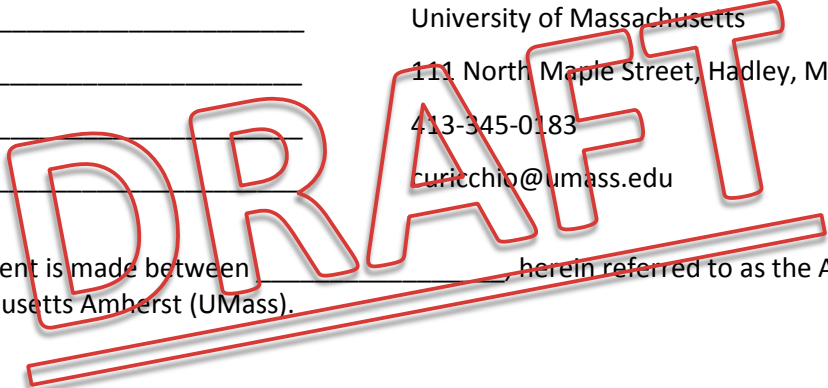


**Lifetime Adoption Agreement
University of Massachusetts, Hadley Farm**

Adopter: _____ University of Massachusetts
Address: _____ 111 North Maple Street, Hadley, MA 01035
Phone: _____ 413-345-0183
Email: _____ curicchio@umass.edu



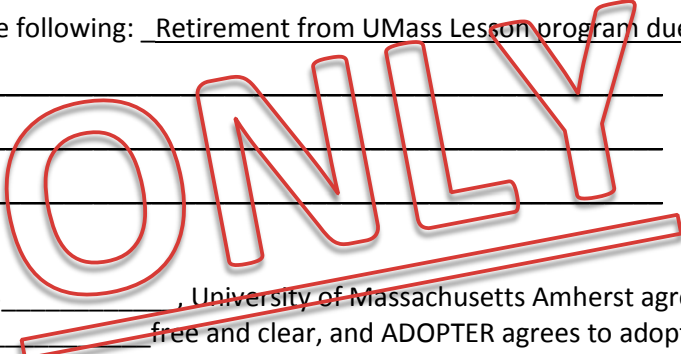
This adoption agreement is made between _____, herein referred to as the Adopter, and University of Massachusetts Amherst (UMass).

Horse to be Adopted:

Name: _____ DOB: _____ Sex: _____
Color: _____ Breed: _____ Registration No: _____

Adoption of above horse is due to the following: Retirement from UMass Lesson program due to:

- 1. _____
- 2. _____
- 3. _____



Consideration

In consideration of the total sum of \$ _____, University of Massachusetts Amherst agrees to give horse to ADOPTER _____ free and clear, 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) The University of Massachusetts retains first right of refusal. If the adopter can no longer keep the horse, the buyer must notify the university.
- (2) Adopted Horse cannot be sold or transferred to a third party.
- (3) Adopted Horse cannot be used as a lesson or camp horse.
- (4) Adopted Horse must be fed a high-quality forage (approx. 2% body weight / 20 lbs total per day) at least three times per day and receive a minimum of 4 hours of turnout a day.
- (5) 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, biannual fecal float and appropriate deworming, and farrier services every 6-8 weeks.
- (6) The university does not endorse this mare for breeding due to chronic pyometra.

Warranties

- (1) The University of Massachusetts Amherst warrants s/he has clear title to said horse.

(2) The University of Massachusetts Amherst 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 Massachusetts Amherst 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 Massachusetts Amherst 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 UMass, 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 UMass 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 Massachusetts Amherst 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.

Default

Adopter shall provide and pay for the proper training and care for the Adopted horse including: (a) Proper training, food, water, shelter, and care, (b) Vaccinating the adopted horse yearly and maintaining a current Coggins according to applicable state laws or regulations, (c) Strategically deworming the

adopted horse in accordance with veterinarian's recommendations, (d) Providing proper hoof care with trimming approximately every six (6) to eight (8) weeks, and (e) Proper veterinary care upon illness or injury to the adopted horse.

Failure of adopter to provide adequate feed, turnout, shelter, and veterinary & farrier care will result in termination of adoption.

The adopted horse shall never be sold or transferred without prior consent from the University of Massachusetts Amherst. The University maintains first right of refusal and if the adopter can no longer keep the adopted horse, the horse must be returned to the university. 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 Massachusetts law.

- (1) If any dispute arises regarding the performance of this agreement, the parties expressly agree that only those courts located within Hampshire County (MA) will have jurisdiction to determine such disputes, and each party hereby consents to such jurisdiction.
- (2) The parties hereto hereby waive any right to trial by jury in matters arising out of this agreement. University of Massachusetts Amherst and Adopter hereby specifically acknowledge the aforesaid waiver of right to jury trial.
- (3) The individual signing on behalf of each of the parties hereby represents that said individual has the authority to sign on behalf of and bind the respective party.
- (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 Massachusetts Amherst 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 Massachusetts Amherst: _____