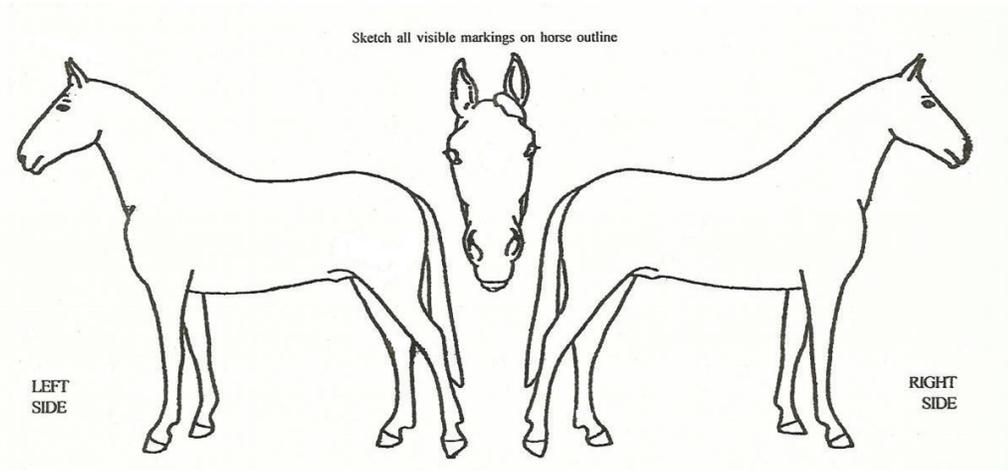




NALANI HORSE RECOVERY

**A registered 501(c) (3) non-profit organization.
Federal Tax Identification Number: 81-0683248**

Adoption Contract



This contract is made this ____ day of _____, 20____, between the Nalani Horse Recovery (hereinafter "Nalani") and _____ (Adopter/s).

1. I/We _____ agree to adopt and care for _____, approximate age _____, a (breed) _____ horse/pony, sex _____, color _____, markings _____ approximate height (taped) _____, weight (taped) _____ (hereinafter referred to as "equine").
2. Nalani transfers ownership and title of the adopted equine to the Adopter. The Adopter agrees not to sell, lease, loan, or transfer ownership of the adopted equine to anyone other than Nalani without Nalani's written approval.
3. At the time of adoption, Nalani will provide the Adopter(s) with any health records it has related to the equine, a halter and lead line, and information as to the kind and amount of feed the equine is presently receiving. Equines adopted from Nalani are transferred "as is" and include no guarantees regarding soundness, temperament, or general condition.
4. The Adopter(s) will, at his/her/their own expense, provide the adopted equine with adequate and proper quantities of wholesome feed and water; safe and adequate shelter; proper and adequate exercise; appropriate hoof care and veterinary attention (including such treatment and preventative care against parasites and diseases as may be



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recommended by the Virginia Department of Agriculture in the Washington, D.C. metropolitan and Northern Virginia area; and in general, treatment in accordance with humane and prudent practices of equine and/or large animal care.

5. The Adopter(s) agree(s) to advise Nalani of the place where the equine will be kept, then further agree(s) that a representative of the Nalani Horse Recovery may make visits upon reasonable notice to any location where the adopted equine is located to confirm that the care required under this contract is being provided. This Contract authorizes Nalani personnel to enter such property to ensure that the adopted equine is being properly cared for.
6. The Adopter(s) agree(s) that the equine will not be moved to any facility for stabling, training, or general care without prior notice to Nalani. The Adopter(s) further agree(s) that the equine will not be sold, leased or otherwise transferred without prior approval of the Nalani and agree that Nalani will always reserve the right of first refusal of the prospective transfer of its adopted horses.
7. The Adopter(s) agree(s) that the equine will not be used for breeding or racing purposes.
8. In the event that the placement does not work out for any reason, or in the event that the Adopter(s) is/are unable or unwilling to care for the adopted equine, Nalani reserves the right of first refusal to return the equine to Nalani. The equine will be transferred to Nalani without charge or liability for expenses incurred by the Adopter(s).
9. The Adopter(s) agree(s) to notify Nalani in the event of the death of the equine.
10. The Adopter(s) further agree(s) that in the event that Nalani determines that there has been a material violation of the terms of this Contract (including, but not limited to, failure to provide adequate care as set forth in this contract, failure to allow access for an on-site inspection as required in this contract, or by moving the equine without prior approval as set forth in this contract, or that Nalani is notified of the Adopter(s)'s adverse involvement with a humane society or animal control agency resulting in a warning or citation for the inhumane treatment of any equine, Adopter(s) will be considered to be in breach of the Contract and Nalani may, at its sole discretion, recover immediate ownership and possession of the equine.
11. If such event takes place, Nalani personnel may enter any property where the equine is located and take immediate possession of the equine with no liability. At such time, the Adopter(s)'s rights shall terminate and the Adopter(s) agree(s) that he/she/they shall have no cause of action or claim against Nalani, its officers, directors, staff or volunteers regarding such removal and termination of rights.



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12. Nalani's failure to take the action authorized above does not waive Nalani's right to take such action at any time following a breach of this contract including, but not limited to, discovery of any subsequent breach by the Adopter(s) of the contract.

13. I/We understand that the non-refundable adoption donation is \$_____, This must be paid in full before the equine is removed from Nalani's premises.

14. The Adopter understands that Nalani does not guarantee the health, temperament, or training, or suitability for a particular purpose of the above described equine. Nalani offers equines for adoption so they can be saved and given a good life. Equines are adopted "as is" from Nalani with no warranty expressed or implied. The Adopter agrees that he/she is adopting the equine in order to rescue him/her, and not for commercial value. The adopted equine has at least the following limitations:

15. I understand that the following unique conditions must be met in regard to the adoption of the individual equine described in this contract:

16. The Adopter, and for his/her spouse, heirs, executors, personal representatives and assigns, agree(s) to hold harmless and never to bring a claim or suit against Nalani. The Adopter holds harmless and releases Nalani as well as its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from the adoption or behavior or actions of the adopted equine. The scope of this release includes claims or suits related to personal injury, illness, death, property damage or other loss that may result from the adoption or behavior or activities of the adopted equine, to include releasing Nalani from liability for attorney's fees and costs of litigation. This includes lone acts or omissions by the Adopter as well as the combined acts of the Adopter with others.

17. The Adopter expressly agrees that the releases and indemnity provisions contained in this contract are intended to be as broad and inclusive as permitted by law. The Adopter agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement. This is the entire agreement between the parties and supersedes any other verbal or written statements, representations, or promises.



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18. The Adopter(s) agree that the terms and conditions contained in Nalani Horse Recovery's Adoption Policy are incorporated by reference into this contract.

IN WITNESS THEREOF, we have executed this Adoption Contract as of the date set forth above.

Nalani Horse Recovery

By:

Adopter:

Date:

(Name)

(Address)

(City and State)

NALANI
HORSE RECOVERY

**24203 Grand Ellison Court
Aldie, VA 20105
(571) 367-9733**