



6191 North US Hwy. 129
Bell, FL 32619-4104
386-935-3902
HWHadoptions@gmail.com
www.horseswithouthumansrescue.org

FOSTER CONTRACT

PLEASE PRINT ALL INFORMATION

This is a contract between Horses Without Humans Rescue Organization, hereinafter referred to as "HWH" and _____,

residing at _____
Street Address City State Zip Code

Phone _____ (hereinafter referred to as "FOSTER").

The FOSTER has applied, and been approved by HWH, to foster one or more equines at the above address. Please list location address below if the fostered equine(s) will be located at a different address than that listed above:

Street Address City State Zip Code

This contract will remain in effect from the below date of FOSTER's signature for any equine(s) fostered for HWH now and in the future.

Please read the following very carefully before signing:

- FOSTER completely understands and agrees that all equines fostered by FOSTER for HWH remain the property of HWH. FOSTER does not own and may not have or cause any other person to claim to have any partial or full ownership of any equine(s) owned by HWH.
- FOSTER agrees to comply with requests from HWH for information about any equine(s) owned by HWH and cared for by FOSTER.
- FOSTER agrees that an authorized representative of HWH may enter the property where any equine owned by HWH and cared for by FOSTER resides, with or without notice, to determine if FOSTER is complying with all conditions of this contract.
- FOSTER understands that HWH may, at its sole discretion and without any explanation, remove any equine owned by HWH from FOSTER'S property and care, at any time with reasonable notice, **defined as a minimum of two (2) calendar days**, and with cause, defined as any reason deemed necessary in the best interest of the horse by HWH at its sole discretion.
- FOSTER understands and agrees that if FOSTER requires or desires to cease fostering an equine for HWH, FOSTER must notify Yvonne Barteau, of HWH, **no less than thirty (30) days prior to the**

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date the equine must leave in order to give HWH adequate time to arrange transport. If FOSTER cannot give notice thirty (30) days prior to the date the equine must leave, FOSTER agrees to transport the equine at FOSTER'S expense to a location designated by HWH.

- FOSTER agrees to properly feed, water, and provide basic care, as per HWH instructions, and to provide sanitary, safe living conditions to the equine(s) under FOSTER'S care.
- FOSTER agrees to pay for all costs of feed, hay, supplements, dewormer, vaccinations, dental care, farrier care, vet care and any other supplies necessary for the equine(s) in their care.
- FOSTER acknowledges that any equine with special needs, such as aged, growing, easy keepers, hard keepers, horses in rehabilitation, etc., may require a special diet. HWH reserves the right to adjust any feeding program provided by FOSTER that it feels is not beneficial to the equine(s). In addition, if the equine's nutritional needs require adjustment, FOSTER agrees to consult HWH before making any new additions or adjustments to their diet.
- FOSTER agrees to allow potential adopters of any equine(s) owned by HWH and cared for by FOSTER access to said equine(s) for the purpose of pre-adoption visits. These visits will be by appointment only and the potential adopter will be accompanied by an authorized HWH representative.
- FOSTER understands and agrees that any equine(s) owned by HWH and cared for by FOSTER may not be sold, given away, traded, leased, sent to slaughter, bred, raced, or in any manner encumbered with any right of lien or other claim of ownership. In addition, any equine(s) owned by HWH and cared for by FOSTER may not be moved from the above-designated address without prior approval of Yvonne Barteau.
- FOSTER understands that if FOSTER violates any of the above terms, FOSTER shall be subject to legal action. FOSTER also understands that if FOSTER violates any of these terms, FOSTER shall be in default of the Foster Contract and subject to all available legal remedies including, but not limited to, liquidated damages in the amount of \$5,000, in addition to any attorney fees and costs incurred by HWH in pursuing any amounts due from FOSTER to HWH.
- FOSTER understands and agrees that any equine(s) owned by HWH and cared for by FOSTER shall not be ridden or driven. FOSTER understands and agrees that any equine(s) owned by HWH and cared for by FOSTER shall not under any circumstances be used for commercial purposes, including but not limited to parties and entertainment for compensation or training for compensation.
- In the event of an emergency, FOSTER understands that FOSTER may move any equine(s) owned by HWH and cared for by FOSTER to a safe place. FOSTER also agrees to notify HWH (via telephone call, text, or email) within eight (8) hours of moving the equine(s) to a new location.
- FOSTER agrees that, should it become necessary to euthanize any equine owned by HWH and cared for by FOSTER for medical reasons, FOSTER agrees to contact Yvonne Barteau or Rose Grant of HWH immediately for permission. If permission is granted, FOSTER must have the equine humanely euthanized by a licensed equine veterinarian and provide a statement to HWH as to the cause of said action, signed by the licensed veterinarian who euthanized the equine.
- Once FOSTER receives delivery of equine(s), FOSTER agrees and understands that neither HWH, nor its officers, agents, employees, or contractors, will be liable for any damages or injury caused to FOSTER or any third person by any equine(s) owned by HWH and cared for by FOSTER, including but not limited to damages or injuries caused by the fact that the equine does not behave or perform in a manner FOSTER expected.

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- If FOSTER is no longer able to care for any equine(s) in FOSTER'S care and owned by HWH, or FOSTER is found in default of any of the conditions of this agreement, or in the event of FOSTER'S death, FOSTER acknowledges and/or directs FOSTER'S estate to acknowledge that the equine(s) **will be returned immediately to HWH**. That said, any HWH equine is separate from and not included in FOSTER'S estate or personal property in any manner or form and if FOSTER is unable to return said horse(s) to HWH, whoever shall have directive powers over FOSTER'S affairs must return or cause the return of said equine(s) immediately to HWH.
- FOSTER understands that when any equine(s) cared for by FOSTER and owned by HWH are placed up for adoption, FOSTER has the first option to adopt the equine(s) within five (5) calendar days. FOSTER must provide notice in writing to HWH during that five-day period of intent to adopt. If FOSTER chooses not to adopt, the equine(s) will be advertised to the public.
- FOSTER agrees that there are inherent risks in engaging in equine activities, which includes the care provided for equine(s) under the Foster Contract, and FOSTER agrees to assume the inherent risks. As per the Florida Equine Act and under Florida Law, an equine sponsor or professional shall not be liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.
- FOSTER understands and accepts that the Inherent Risks of engaging in Equine Activities, while mounted or unmounted, as well as merely being near an equine, include, but are in no way limited to, faulty equipment or lack that causes injury or death, Released Parties' failure to make a reasonable effort to determine the ability of FOSTER to engage safely in an Equine Activity or to safely manage the particular equine(s) provided based on FOSTER's representations of his or her ability, Released Parties' failure to conspicuously post warning signs of a dangerous inconspicuous condition on the real property, as well as:
 - (a) The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them (ex.: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.)
 - (b) The unpredictability of an equine's reaction to such things as sounds (ex.: machinery, equipment, doors, rain, wind, thunder, voices, animals, fireworks, guns, motors, music, etc.), sudden movement, and unfamiliar objects (i.e., trailers, barrels, poles, cones, flowers, flags, mini-bikes, water, rocks, construction material, obstacles, jumps, brush, buggies, carts, and training devices such as ropes, whips, bats, spurs, etc.), persons, or other animals (ex.: leashed or unleashed dogs, wildlife, other equines, etc.)
 - (c) Certain hazards such as surface and subsurface conditions (ex.: ground holes, uneven terrain, slippery or deep footing, etc.)
 - (d) Collisions with other equines or objects
 - (e) The potential of a participant to act in a negligent manner that may contribute to injury to FOSTER or others, such as failing to maintain control over the animal, or not acting within his or her ability (collectively "**Inherent Risks**").
- FOSTER agrees that engaging in Equine Activities under this Release includes, but is in no way limited to, those listed in the Florida Equine Activity Statute; riding an equine belonging to FOSTER, Released Parties, or a third party: petting, grooming, leading, mounting, recording, feeding, and/or observing an equine; engaging in, observing, and/or assisting with rodeo and/or trail riding activities;

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and, otherwise interacting within or merely being in the vicinity of equines (collectively "**Equine Activities**").

- FOSTER understands illness, injuries, death, damage, or other loss (collectively "**Loss**") may result from the accepted Inherent Risks of engaging in Equine Activities or just being near an equine, that equines are powerful and have the potential to be dangerous and cause Loss even without warning, that the risks listed in this Release are just a sampling, and FOSTER is not relying on Released Parties to list all possible equine-related risks.
- FOSTER agrees to assume the Inherent Risks of Equine Activities, to at all times be responsible for his/her personal health and safety, personal health and liability insurance, and medical expenses, and waives his/her right to any claims arising from his/her participation in or observation of any Equine Activities. The following shall be included as owner, lessor, and/or lessee of the equine or property involved in Equine Activity and/or Loss, and their respective parents, spouse, heirs, beneficiaries, agents, employees, volunteers, contractors, working students, instructors, visitors, members, managers, officers, directors, owners, and/or other's acting on their behalf (collectively "**Released Parties**").
- FOSTER agrees to release, hold harmless, defend, and indemnify Released Parties for any loss incurred by FOSTER, FOSTER'S property, and/or FOSTER'S equine(s), even if such loss is caused in any part by negligence or other fault of Released Parties (except willful, wanton, or intentional misconduct).
- This is the only agreement between the parties with respect to foster care and this agreement may only be amended in writing.
- This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties agree and consent to the jurisdiction of the State of Florida, and venue in Gilchrist County, for this purpose.
- HWH shall be entitled to recover any and all costs incurred in defending claims brought by or on behalf of FOSTER against HWH.

FOSTER hereby accepts the above agreement and conditions.

NAME OF FOSTER

NAME OF HWH REPRESENTATIVE, TITLE

SIGNATURE OF FOSTER

SIGNATURE OF HWH REPRESENTATIVE

DATE

DATE