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www.horseswithouthumansrescue.org

## EQUINE SURRENDER AGREEMENT

Please **PRINT** all information. Thanks.

This is a legally-binding document for the irrevocable surrender of the Equine described below to Horses Without Humans. Please read this document carefully before signing it.

I, as the undersigned, hereby irrevocably surrender and relinquish to Horses Without Humans Rescue Organization ("HWH"), a non-profit corporation, the following equine ("The Equine").

Equine's Name \_\_\_\_\_

Breed \_\_\_\_\_ Registration No. \_\_\_\_\_  
(Please attach registration papers, if applicable.)

Equine's date of birth \_\_\_\_\_ Gender \_\_\_\_\_

Reason(s) for surrendering The Equine \_\_\_\_\_

If The Equine is a mare, is there a possibility she could be pregnant? Yes \_\_\_\_\_ No \_\_\_\_\_

Any further information \_\_\_\_\_

Identification (tattoos or brands) \_\_\_\_\_

Color \_\_\_\_\_

Markings \_\_\_\_\_

Is The Equine rideable? Yes \_\_\_\_\_ No \_\_\_\_\_ For what discipline? \_\_\_\_\_

Has this Equine ever received any professional training? Yes \_\_\_\_\_ No \_\_\_\_\_

If so, what type of training and for how long? \_\_\_\_\_

Has this Equine ever injured anyone? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain the circumstances:

Does this Equine have any habits that may create harm to other horses or people or cause damage to the facility or other property (e.g. kicks, bites, rears, bucks, cribs, etc.)? Yes\_\_\_\_\_ No\_\_\_\_\_ If so, please explain the behavior:

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Please list the dates of The Equine's last vaccinations, worming, hoof care, and dental care:

E & W Encephalomyelitis	
Tetanus	
Rhino/flu	
Rabies	
West Nile Virus	
Date of Worming & type used	
Hoof Care	
Dental Care	

**Please attach the most recent vaccination records to this form. If The Equine has not been vaccinated in the current calendar year, please vaccinate The Equine before surrendering it and provide copies of those records to HWH.**

Has this Equine demonstrated symptoms of or been exposed to any contagious conditions within the last 45 days? Yes\_\_\_\_\_ No\_\_\_\_\_ If yes, please explain \_\_\_\_\_

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Does this Equine have a current Coggins? Yes\_\_\_\_\_ No\_\_\_\_\_ If so, please attach the current Coggins test results to this form.

Does this Equine have any medical conditions restricting its feed, bedding, turnout, or any other care or maintenance? (e.g. founder, EPM, allergies, etc.) Yes\_\_\_\_\_ No\_\_\_\_\_ If yes, please explain:

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Is this Equine accustomed to pasture turnout? Yes\_\_\_\_\_ No\_\_\_\_\_

Can this Equine be turned out in a herd? Yes\_\_\_\_\_ No\_\_\_\_\_ If yes, does this Equine act aggressively with any particular breed, gender, or age of other equines in herd turnout? Yes\_\_\_\_\_ No\_\_\_\_\_ If yes, please explain \_\_\_\_\_

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Is this Equine accustomed to living in a stall? Yes\_\_\_\_\_ No\_\_\_\_\_ If no, please explain:

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Does this Equine stand easily for the farrier? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain:

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Does this Equine stand easily for the veterinarian? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain:

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Does this Equine load on a trailer easily? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain:

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### **REPRESENTATION AND WARRANTIES**

I hereby represent and warrant to HWH that:

- (1) I am the sole owner of The Equine.
- (2) I have the authority to surrender The Equine for adoption/placement.
- (3) No other person or person's signature is required to initiate a valid transfer of ownership and/or registration papers for The Equine (if available).
- (4) No other person or persons has any legal or equitable interest in The Equine.
- (5) I understand and agree that HWH is relying on the information I provided in this Equine Surrender Agreement in order to accept The Equine and I therefore represent and warrant that the information I provided herein is truthful and accurate to the best of my knowledge.

### **DELIVERY OF REGISTRATION PAPERS**

I agree to deliver to HWH a properly signed transfer of all registration papers, if available, for The Equine, omitting the name of the transferee, and agree to execute any additional documents HWH requests to transfer ownership to HWH or to an Adopter.

### **OTHER PERTINENT INFORMATION AND CONSENT FOR CONTACT**

I agree to provide HWH with all available information concerning The Equine that might assist with finding The Equine a future home. This information includes, but is not limited to, vaccination records, previous owners' identification, life events, and individual personality traits.

I understand HWH may contact previous owners, breeders, veterinarians, and farriers to obtain information to assist in placing The Equine in a suitable home.

I agree to provide my consent and authorization for the release of information from any of the aforementioned parties to HWH and/or an Adopter upon request.

### **SURRENDER RIGHTS**

By executing this document, I understand that I am giving up all right, title, interest, and possession of The Equine, regardless of the delivery or non-delivery of registration papers for The Equine, voluntarily and without coercion or threats of any kind and without reliance on any representations, guarantees or warranties of any kind from anyone, whether verbal or written.

I further understand that all future decisions regarding the care, treatment, and placement of The Equine will be at the sole discretion of HWH and I have no right of first refusal for the return of The Equine.

I also understand that if The Equine is found to be unsuitable for placement for reasons determined by HWH and/or a licensed veterinarian that The Equine may either be retired at HWH or humanely euthanized.

Lastly, I agree to hold harmless HWH and all its officers, directors, employees, contractors, and volunteers from any claims of damage, injury, or acts of negligence or other wrongdoing arising from or relating to the surrender of this Equine.

**MISCELLANEOUS PROVISIONS**

- (a) Modifications. No change or modification of this Agreement shall be valid unless it is in writing and signed by HWH.
- (b) Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remaining provisions of this Agreement, and the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.
- (c) Entire Agreement. This Agreement constitutes the entire agreement for my surrender of The Equine and supersedes any prior agreement or understandings by HWH.
- (d) Waiver. No waiver of any breach or condition of this Agreement by HWH shall be deemed to be a waiver of any subsequent breach or condition of a like or different nature.
- (e) Binding Effect. This Agreement and all the terms and provisions hereof shall be binding upon, and shall inure to the benefit of, myself as well as my heirs, beneficiaries, personal representatives, successors, agents and permitted assigns.
- (f) Captions. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this Agreement or any provision hereof.
- (g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and I agree and consent to the jurisdiction of the State of Florida for this purpose.

By signing below, I certify that I have read and understand the terms of this Agreement, understand, and agree that I have alternative options and alternative equine adoption facilities to choose from, and voluntarily agree to surrender and relinquish The Equine to HWH and be bound by all the terms and conditions contained in this Equine Surrender Agreement.

Date\_\_\_\_\_

Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

Address\_\_\_\_\_

Home phone\_\_\_\_\_ Cell phone\_\_\_\_\_

Email\_\_\_\_\_

Driver's License Information: State\_\_\_\_\_ #\_\_\_\_\_

**Please check items attached: Vaccination record\_\_\_\_\_ Worming record\_\_\_\_\_ Hoof care record\_\_\_\_\_**

**Dental care record\_\_\_\_\_ Coggins test results\_\_\_\_\_ Registration papers\_\_\_\_\_**

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**For office use only**

Added to: equine spreadsheet\_\_\_\_\_ barn whiteboard\_\_\_\_\_ barn horse list\_\_\_\_\_

barn horse care book\_\_\_\_\_ website\_\_\_\_\_ adoptable's book\_\_\_\_\_ made adoptable's file\_\_\_\_\_

sent to Adoption Coordinator\_\_\_\_\_ took picture\_\_\_\_\_ sent picture to Facebook coordinator\_\_\_\_\_ made stall card\_\_\_\_\_

added to horses list on barn bulletin board\_\_\_\_\_

Name\_\_\_\_\_ evaluated horse on [date]\_\_\_\_\_

Color coded red