



4107 N. Rivers Edge Drive
Janesville, WI 53548

SpiritHorseEquineRescue.org

 Education Center

Our dual mission includes the rescue of unwanted equines and education in methods of Natural Horsemanship

FOSTER APPLICATION

Full Name _____

Address _____

Phone Number _____ Email _____

Driver's License Number _____ Date of Agreement _____

Boarding Facility Name & Contact Information _____

Foster Equine's Name _____ Species _____

Color & Description _____

Sex _____ Age _____

The Foster represents that the information provided in the application process is true and correct to the best of the Foster's information and belief.

Spirit Horse Equine Rescue and Education Center (hereto referred to as SHEREC) and the Foster wish to enter into this agreement to provide the fostered equine with a suitable home.

1. **General Guidelines** Unless other arrangements are made, it is expected that a Foster would house the equine for a minimum of six months. Any amount of time less than that makes adjustments and readjustments difficult for equines.
2. **Return Policy** SHEREC has a commitment to all its equines: to care for them for their lifetime. The Foster agrees that if he or she is unwilling or unable to care for the adopted equine (for any reason) for its entire lifetime, he or she will contact SHEREC and return the fostered equine to a location specified by SHEREC. The Foster understands that he or she is responsible for the care of the equine until he or she has delivered it into the proper SHEREC hands, and will do everything in his or her power to safely return the equine.
3. **Restrictions** The Foster may not breed, sell, give away, assign, lease, dispose of or transfer the equine.
4. **Identification** The Foster agrees to comply with local and state statutes and ordinances.
5. **Registration** If the equine came to us with registration papers, we retain them to help insure the safety and well-being of the equine. If special circumstances exist, papers may be transferred with a Memorandum of Understanding signed by SHEREC and the Foster.

6. **Revocation** The Foster agrees that the fostered equine automatically reverts to SHEREC if SHEREC makes a determination that:
- The equine is not being properly cared for, including neglect, physical, mental or emotional abuse.
 - Information on the adoption application was false.
 - There is a breach of this agreement.
7. **Veterinary Care** The Foster agrees to obtain immediate veterinary care should the animal become sick or injured and to have agreed upon details of financial responsibility for any veterinary expenses.
8. **Veterinary Records** The Foster authorizes SHEREC to review the veterinary records of the foster equine. A copy of this agreement is sufficient authorization from the Foster to any veterinarian to release records to SHEREC.
9. **Euthanasia** The Foster agrees not to euthanize the fostered equine because the Foster cannot afford necessary veterinary treatment. The Foster agrees to contact SHEREC before euthanizing the fostered animal. At its discretion, SHEREC has the right to take possession of the fostered equine to save the equine from euthanasia. This provision does not apply in dire situations when the equine is suffering and needs to be immediately euthanized.
10. **Care of the Equine** The Foster agrees to care for the equine for a minimum of six (6) months. Care of the equine is at the Foster's/SHEREC's expense. * This care includes, but is not limited to the following:
- Providing quality food, including minerals, salt and fresh, unfrozen water.
 - Providing shelter from snow, rain, and wind/sun. Shelter can be natural or man-made.
 - Providing care for any special needs the equine has or develops.
 - Working the equine within the bounds of its abilities.
 - Providing proper medical and health care to the animal, including, but not limited to the following:
 - Proper veterinary treatment for injuries and illness
 - Following a deworming schedule
 - Proper hoof care
 - Dental care
 - Other _____
11. **Trainers** All trainers must be approved by SHEREC.
12. **No Representations** The Foster understands that SHEREC does not guarantee the health, temperament or training of the above described equine. SHEREC adopts equines out so they can be saved and given a good life. Equines are fostered "as is" from SHEREC with no warranty expressed or implied. The Foster agrees that he/she is adopting the animal to rescue him/her and not for commercial value. The equine has at least the following limitations:
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13. **Inspection** The Foster agrees that SHEREC, or its representative, can perform in-person or telephone follow-up checks, including unannounced facility visits on the fostered equine. If SHEREC decides the fostered equine is inadequately cared for, SHEREC has the right to immediately take possession of the equine. The Foster gives SHEREC or its representatives the right to enter the Foster's property for the purpose of inspecting the fostered equine or taking possession of the fostered equine according to the provisions of this agreement.
14. **Seizure and Impoundment of the Equine** If the equine shall, for any reason, be picked up by local law enforcement or animal control, the Foster will immediately contact SHEREC that the equine has been picked up and impounded. The Foster will give the equine's location and inform the authorities to contact SHEREC immediately.
15. **Release** The Foster and his/her spouse, heirs, executors, personal representatives and assigns, agrees never to bring a claim or suit against SHEREC. The foster releases SHEREC and 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 equine. The Foster understand that this agreement discharges SHEREC and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to the Foster and his/her spouse, heirs, executors, and assigns, with respect to bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss that may result from the adoption or behavior or

activities of the equine. Further, the Foster releases SHEREC and discharges SHEREC and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for SHEREC own negligence or liability that may result in bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss to the Foster.

16. **Indemnity Agreement** The Foster and his/her spouse, heirs, executors, personal representatives and assigns, agrees to indemnify and hold SHEREC harmless for all bodily injury, personal injury, illness, amputation, scarring, death, property damage or other losses, including attorney's fees and costs of litigations that result to anyone else or any other entity because of the Foster's negligence or liability. This includes lone acts or omissions by the Foster as well as the combined acts of the Foster with others.
17. **Audio-Visual Images** The Foster understands that the activities of SHEREC are potentially of interest to donors, foundations, contributors, government officials and the public at large, and that in connection therewith such activities, including adoptions, may be recorded on film, video or other electronic recording media. The Foster hereby consents to such recording and to the use by SHEREC of any recorded images or other media recordings of his/her name and likeness for any purpose related to furtherance of the objectives of SHEREC. In particular, the Foster grants SHEREC permission to copyright and use, reuse, publish and republish recorded images or other media recordings, without restriction as to changes or alterations, for art, advertising, trade or other purpose.
18. **Change of Address/Phone Number** In the event that the Foster moves or obtains a new phone number, he or she agrees to contact SHEREC with change of address information.
19. **Other** The Foster expressly agrees that the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. The Foster 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 provision of this agreement. This is the entire agreement between the parties and supersedes any other verbal or written statements, representations or promises.

This agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. Any disputes under this agreement will be resolved in Rock County, Wisconsin. All disputes under this agreement will be settled by binding arbitration.

The Foster agrees that he/she is legally competent to enter into this agreements, and this agreement is binding upon the heirs, assigns, successors, personal representatives and executors of both parties.

Signature of Foster _____ Date _____

Signature of Agent for SHEREC _____ Date _____

* Please fill out the table below as to what expenses you, as the Foster, are willing to cover for this equine:

Expense	Yes	No
Hay		
Grain (as needed)		
Senior Feed		
Hoof Care		
General Veterinary Care (i.e. vaccines, if warranted)		
Medication/Supplements		
Emergency Vet Care		
Other (specify)		