



ADOPTION APPLICATION

Sophia's Oasis for Equines, Inc. (SOFE)

3811 Hance Road, Port Republic, MD 20676

sofehorses@gmail.com

Waiver of Liability

By signing below, the buyer understands that SOPHIA'S OASIS FOR EQUINES, INC. (SOFE) makes no representations or warranties concerning any horse offered for adoption through the programs, including but not limited to the condition, health, temperament, soundness, or fitness for particular purpose. Buyer understands and agrees that SOFE, Inc, its officers, directors, representatives, volunteers, agents, servants, and assigns, are not liable for any representations or misrepresentations concerning any horse offered for adoption through this program; all information listed on SOFE's Facebook page and/or divisions thereof, regarding any particular horse is based solely on information provided by the previous owners or authorized caretakers.

I, _____ (adopter), do hereby release SOFE, its officers, directors, representatives, volunteers, agents, servants, and assigns (collectively "Releasees") of and from any liability arising from representations, misrepresentations, care and handling of the horses offered for sale either by SOFE or any divisions thereof. I further agree that Releasees are not liable for the mistakes and/or negligence and/or intentional acts of service providers and/or contractors such as livestock haulers, veterinarians, or handlers who may at any time be in the care, custody and control of the horse I am adopting. I understand that I may pursue claims against such third parties for any damages caused by mistakes, negligence and/or intentional acts of such third parties during the time that my horse is in their care, custody and control.

Agreement

Signing this application authorizes SOFE to contact the above listed references and inquire about your equine experience. You agree to send SOFE updates at 3 months, 6 months and 1 year after acquisition of the animal.

It is agreed that if said animal is offered for sale, in the future, that SOFE will be notified and given First Right of Refusal. SOFE has seven (7) days in which to exercise its First Right of Refusal from the date of notification by the owner. If SOFE opts not to exercise its First Right of Refusal, the owner shall provide SOFE with the name, address and telephone number of any prospective owner to which the horse may be transferred so that SOFE may update its records and monitor the whereabouts, health and safety of the horse. It is further agreed that any subsequent owner will complete the Application and Contract Agreement within one (1) week and the subsequent owner shall be bound by the terms thereof.

Finally, the undersigned agrees that this animal will only be transferred privately and will not be resold at any type of auction, horse broker, feed lot or slaughter destination and that the animal will be transferred under contract with this paragraph included in the contract.

In the event the undersigned fails to comply with the terms of this Application and Agreement, SOFE reserves the right to commence legal proceedings to recover the horse, and the undersigned shall be liable for all costs including damages to SOFE, inclusive of attorney's fees, in connection with such legal proceeding.

This offer is accepted by:

Signed _____ Date _____

*Buyer signature warrants that they buyer is at least 18 years of age at the time of signature and acknowledges receipt of the Processing Terms and Conditions contained within this agreement.

Office Use Only

Approved: _____ Date: _____