



(866) 366-5731

WWW.MULEREFUGE.ORG

8317 DUCKWORTH RD, SAN ANGELO, TX 76905

MATTI@LMMR.ORG

ADOPTION CONTRACT

This contract is dated _____ between Lost Meadows Mule Refuge (hereinafter referred

to as "LMMR") and _____ (hereinafter referred to as "Adopter"). Adopter agrees that the following Mules will remain at the Address

("Property").

1. CARE

- a. Adopter agrees to assume sole financial responsibility for the LMMR Mule, including but not limited to feed, farrier, dental and veterinary expenses.
- b. Adopter shall keep the LMMR Mule at the Address listed. An LMMR Mule must not be moved to a new property without the prior written consent of LMMR.
- c. Adopter shall not sell, trade, "gift" loan, consign, or commercially use the LMMR Mule for any reason without the prior written consent of LMMR.
- d. Adopter shall own at least one other equine at all times to provide companionship for the LMMR Mule.
- e. Adopter shall provide the LMMR Mule with year-round access to clean, unfrozen water.
- f. The LMMR Mule shall have its hooves maintained, and receive a dental exam by a licensed veterinarian or certified equine dentist once annually.
- g. LMMR must be notified before a decision to euthanize an LMMR Mule is made.
- h. IF the box is checked, LMMR does not authorize this LMMR mule for riding, regardless of weight of rider or duration of riding.
- i. Adopter shall immediately return the LMMR Mule to LMMR if the Adopter is no longer capable of caring for the LMMR Mule for any reason.

2. RIGHT OF REVERTER

An Adopter obtains ownership of an LMMR Mule upon adoption; however, LMMR retains the exclusive right of reverter, in its sole discretion, with regard to any LMMR Mule adopted by Adopter. LMMR may exercise said right of reverter in the following circumstances:

- a. A significant deterioration in health which shall be determined in the sole and absolute discretion of LMMR.
- b. If neglect or abuse of the LMMR Mule is suspected which shall be determined in the sole and absolute discretion of LMMR.
- c. If any portion of this contract is violated.
- d. If the Adopter dies.

3. DISCLAIMERS

- a. The Adopter understands that the information provided regarding the LMMR Mule being adopted might have been received by third parties and that information may be educated estimates of unknown facts about the LMMR Mule; therefore LMMR does not warrant accuracy or correctness of such information.
- b. The Adopter hereby indemnifies and saves harmless LMMR, their directors, employees and volunteers, from all losses, damages, costs, expenses, liability, claims, actions and judgements of any kind whatsoever, including without limitation, attorney's fees and litigation costs arising out of or caused by any damage or injury inflicted by the LMMR Mule once the adopter has taken possession.
- c. The Adopter understands that there are laws in regard to equine ownership which vary by State, and agrees to comply with the laws of the State in which he/she resides.
- d. The Adopter understands that LMMR Mules are equines with unknown medical histories and, as such, may have been exposed to a variety of diseases, including diseases that may be transmitted from animals to humans. These diseases can have an incubation period of up to several weeks, that the LMMR Mule may show no signs of illness at the time of adoption. If an adopted LMMR Mule shows signs of illness, the Adopter is responsible for seeking veterinary care for the LMMR Mule and is also responsible for all medical expenses.
- e. The Adopter understands that he/she will be responsible for all legal fees and/or court costs incurred by LMMR in an effort to enforce any portion of this contract.
- f. LMMR makes no guarantees that the LMMR Mule will be suitable amongst other types of livestock such as but not limited to cows, goats, sheep, chickens, etc.
- g. The Adoption Fee is non-refundable.

TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE)



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WARNING: SERIOUS INJURY, DEATH OR PROPERTY DAMAGE MAY RESULT FROM YOUR PARTICIPATION IN EQUINE ACTIVITIES, THE HANDLING OF MULES OR BEING NEAR OR AROUND MULES. LMMR DOES NOT GUARANTEE YOUR SAFETY OR THE SAFETY OF ANY OF YOUR PROPERTY WHILE PARTICIPATING IN SUCH ACTIVITIES. YOU ARE HEREBY FURTHER NOTIFIED THAT, UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES. YOU ARE FURTHER NOTIFIED THAT, UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), ANY PERSON, INCLUDING LMMR, ITS MANAGERS, MEMBERS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES, OFFICERS, INSURERS AND AFFILIATED ORGANIZATIONS AND THEIR SUCCESSORS AND ASSIGNS, ALONG WITH THE OWNER OF THE REAL PROPERTY AND PREMISES WHERE SUCH TRAINING AND CONTEST ACTIVITIES ARE CONDUCTED AND THEIR MANAGERS, MEMBERS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES, OFFICERS, INSURERS AND AFFILIATED ORGANIZATIONS AND THEIR SUCCESSORS AND ASSIGNS, ARE NOT LIABLE FOR PROPERTY DAMAGE OR DAMAGES ARISING FROM THE PERSONAL INJURY OR DEATH OF A PARTICIPANT IF THE PROPERTY DAMAGE, INJURY, OR DEATH RESULTS FROM THE DANGERS OR CONDITIONS THAT ARE AN INHERENT RISK OF EQUINE ACTIVITIES AND RELATED ACTIVITIES, WHICH INCLUDE THE RIDING, INSPECTING, EVALUATING, HANDLING, LOADING OR UNLOADING, BOARDING OR PROVIDING MEDICAL TREATMENT OF AN EQUINE OR ACTIVITIES RELATING TO THE CARE OR HANDLING OF EQUINE.

LMMR MULE

Name _____ Sex M / F Age _____

AVID _____ Lightspoke ID _____

Last Dental _____ Last Vaccinated _____ Last Dewormed _____

Adoption Fee \$_____ Paid via Website Cash/check Waived

LOST MEADOWS MULE REFUGE

Name _____

Signature _____

Title _____

ADOPTER

Name _____

Signature _____

Date _____