

ADOPTION PROCESS FOR D.I.T.R. EQUINES

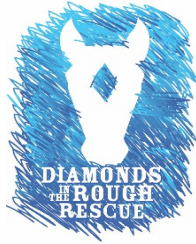
YOU MUST BE AT LEAST 18 YEARS OF AGE TO ADOPT

Before a horse can be adopted from Diamonds in the Rough Rescue, Inc. (D.I.T.R.), the following procedures must be followed:

1. Fill out this application.
2. Call and schedule an interview with Sonja Reuter at (757) 846-6076. Please bring this completed application with you.
3. After the application is received at the interview, please allow 5-7 days for a background check to be completed and references to be contacted.
4. Once the checks are completed, if D.I.T.R. has a potentially suitable horse at the time, we will schedule an appointment to check the potential adopter's facilities.
5. D.I.T.R. reserves the right to deny adoption for any reason in its sole discretion, and is not obligated to state any reason for such denial.

When all of the Adoption Application requirements and have been satisfied, D.I.T.R. will require the following at the time of final adoption:

1. Completion of the Adoption Contract with such terms and conditions as D.I.T.R. may, in its sole judgment and discretion determine.
2. Payment in full of a non-refundable fee which is based upon each individual horse, and set by D.I.T.R. in its sole discretion.
3. Upon final adoption of a horse, if the adopter is transporting from D.I.T.R. to the adopter's facility, it must be in a manner acceptable to D.I.T.R.



◇Rescue ◇Restore ◇Retrain ◇Rehome ◇Retire

DIAMONDS IN THE ROUGH ADOPTION APPLICATION

Date: _____

Name(s): _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Previous Address: _____

Employer: _____

1. Why are you looking to adopt? (Please continue on back if you need more room)

2. Will the horse be kept on your owned or rented property? YES NO (If renting, please attach a copy of lease)

Landlord's name and phone if applicable: _____

3. If YES, please tell us about horse(s) there now: _____

4. Please describe the type of shelter and fencing: _____

*Facilities with barbed wire fencing or mesh fencing with openings larger than 1" x 2" **WILL NOT** be approved.

15209 Reuter Lane Windsor, VA 23487 Ph: 1.757.846.6076 Fax: 1.757.247.3300
Email: rescue.ditr@gmail.com Website: www.adoptditr.com FB: /adoptditr Instagram: @diamondsintheroughva
Diamonds in the Rough Rescue is a 501c3 nonprofit FEIN: 27-2524209

5. Number of acres of dedicated pasture: _____
6. If NO, please give name and address of boarding/training facility: _____

Manager/Trainer: _____ Phone: _____

7. Do you own any horses now? _____ How many? _____ Ages and sex: _____

8. If you have owned horses previously, please explain what happened to them: _____

What specific type of horse are you interested in? _____

Breed preference: _____

Intended use of horse: _____

Approximate height and weight of rider(s): _____

Number of people in family: _____

Number and age of children: _____

4. Please tell us about your experience with owning and riding horses (use the back if you need more room):

5. Who will be responsible for the horse's:

Feeding/General care: _____

Training: _____

6. *Who is your veterinarian? _____ Phone: _____

7. *Who is your farrier? _____ Phone: _____

* If you do not have a vet or a farrier, we can provide you with a list

8. What days would be convenient for us to do a property/barn check? _____

9. Please provide three references:

1. Name: _____ Phone: _____

2. Name: _____ Phone: _____

3. Name: _____ Phone: _____

10. I/WE CERTIFY THAT ALL OF THE INFORMATION CONTAINED HEREIN IS CORRECT AND TRUE.

Signature: _____ Date: _____

Signature: _____ Date: _____

Background Information

I authorize Diamonds in the Rough Rescue to receive information from any law enforcement agency, including police departments and sheriff's departments, of the state or any other state or federal government, to the extent permitted by state and federal law, pertaining to any convictions I may have had for violations of state or federal criminal laws, including but not limited to convictions for crimes committed upon children.

I understand that this access is for the purpose of the consideration of my Adoption Application and possible Adoption Contract, and that Diamonds in the Rough, its directors, officers, employees, or other volunteers will not disseminate this information in any way to any other individual, group, agency, organization, or corporation.

Driver's License Number(s): _____ State: _____

Name(s): _____

Signed: _____ Date: _____

Signed: _____ Date: _____

For office use only:

Verification:

Notes:

_____ *Interview*

_____ *Facilities*

_____ *Background Check*

_____ *Veterinarian*

_____ *Farrier*

_____ *References*

DIAMONDS in the ROUGH RESCUE, Inc. WAIVER, RELEASE, and INDEMNITY AGREEMENT

VOLUNTEER STATUS/INSURANCE (for volunteers): I understand and acknowledge that while participating as a Volunteer, I am not an employee of the Diamonds in the Rough Rescue, Inc. I am not entitled to any employee or other benefits from the Diamonds in the Rough Rescue such as health or accident insurance, worker's compensation benefits, or any compensation. I understand it is my responsibility, if desired, to provide my own health, disability, liability or accident insurance to cover my claims or damages from any injury, illness, death or property damage I suffer while performing volunteer work for the Diamonds in the Rough Rescue.

ASSUMPTION OF RISK: THIS EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS AGREEMENT (the "WAIVER and RELEASE") is hereby given by the undersigned to DIAMONDS in the ROUGH RESCUE, Inc. ("DITR").

I hereby acknowledge that participating or engaging in equine activities can be dangerous and that there are inherent risks, which risks include bodily injury, or even death, from using, riding or being in close proximity to horses. Per the Equine Activity Liability Act of Virginia (Va. Code 3.2-6200 et. seq.), I hereby acknowledge that I have full and complete notice and understanding that there are certain inherent dangers of equine activities that are an integral part of equine activities; **SUCH INHERENT DANGERS OF EQUINE ACTIVITIES INCLUDE: (I) THE PROPENSITY OF EQUINES TO BEHAVE IN WAYS THAT MAY RESULT IN INJURY, HARM, OR DEATH TO PERSONS ON OR AROUND THEM; (II) THE UNPREDICTABILITY OF AN EQUINE'S REACTION TO SUCH THINGS AS SOUNDS, SUDDEN MOVEMENT, AND UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS; (III) CERTAIN HAZARDS SUCH AS SURFACE AND SUBSURFACE CONDITIONS; (IV) COLLISIONS WITH OTHER ANIMALS OR OBJECTS; AND (V) THE POTENTIAL OF A PARTICIPANT ACTING IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE PARTICIPANT OR OTHERS, SUCH AS FAILING TO MAINTAIN CONTROL OVER THE EQUINE OR NOT ACTING WITHIN THE PARTICIPANT'S ABILITY.**

As an inducement to DITR to allow my participation (and/or my minor child's/ward's participation, if applicable) in equine activities sponsored or organized by DITR, at facilities provided by, owned by or arranged for by DITR, I (for myself, or on behalf of my minor child/ward, if applicable) hereby **RELEASE** and **WAIVE**, to the fullest extent allowable under the Equine Activity Act of Virginia and other applicable law, all rights which I (or my minor child/ward, as applicable), or my heirs, administrators, executors or personal representatives, may have against DITR, Richard and Sonja Reuter, Merry Oaks Stables LLC., Reuter LLC., and their respective employees, agents, leaders, instructors, contractors, sponsors, officials, representatives, board members, executive officers, directors, and volunteers as well as the owners or operators of any property on which the sponsored equine activities take place (collectively the "Released Parties"), and **RELEASE** the Released Parties from liability, for death, bodily and personal injury, and/or property damage which is in any way associated with, arising from or related to the aforesaid equine activities. I hereby further **WAIVE**, to the fullest extent allowable under the Equine Activity Act of Virginia and other applicable law, my right (and/or my minor child/ward's right) to sue or to bring any action against any of the Released Parties in connection therewith, and I agree to **INDEMNIFY** and **DEFEND** the Released Parties from, and to **HOLD** the Released Parties **HARMLESS** against, any suit or action arising from or related to the aforesaid equine activities.

I hereby agree that I (or my minor child/ward, if applicable) have participated voluntarily in the aforesaid equine activities and expressly **ASSUME ALL RISKS** and dangers of death, bodily and personal injury and property damage which are in any way associated with the risks and inherent dangers related to equine activities enumerated above. If any clause or provision of this Waiver and Release is held to be invalid by a court of competent jurisdiction, the invalid clause or provision shall not otherwise affect the remaining provisions of this

DIAMONDS in the ROUGH RESCUE, Inc. WAIVER, RELEASE, and INDEMNITY AGREEMENT (continued)

Waiver and Release which shall continue to be enforceable. This Waiver and Release shall be governed by and construed under the laws of the Commonwealth of Virginia.

I have been advised that I (for myself, or on behalf of my minor child/ward, if applicable) am/is to wear a properly fastened, ASTM/SEI Certified protective helmet and hard-soled, heeled footwear at all times while riding or otherwise coming in contact with horses, and expressly assumes the risk of injury resulting from failure to do so and/or from selecting headgear or footwear which does not adequately protect against injury.

By signing this agreement I hereby fully and forever release and discharge Diamonds in the Rough Rescue, Inc, Richard and Sonja Reuter, Merry Oaks Stables LLC., Reuter LLC., and their employees, agents, leaders, instructors, contractors, sponsors, officials, representatives, board members, executive officers, directors, and volunteers from and against all claims, demands, loss or injury to my person or property incurred through negligence, or other acts or omissions, however caused by myself or by an employee, agent, leader, instructor, contractor, sponsor, official, representative, board member, executive officer, director, or volunteer of the above as a result of, or during my participation in volunteer services.

I HAVE FULLY READ AND UNDERSTAND THE FOREGOING WAIVER AND RELEASE AND UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS. MY SIGNATURE, VOLUNTARILY GIVEN BELOW, EVIDENCES MY AGREEMENT TO THE TERMS AND CONDITIONS STATED ABOVE.

NAME (print): _____

ADDRESS: _____

SIGNATURE: _____ DATE: _____

If under the age of 18 BOTH PARENTS with LEGAL CUSTODY must sign:

MINOR NAME (print): _____

PARENT/LEGAL GUARDIAN NAME (print): _____

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____

PARENT/LEGAL GUARDIAN NAME (print): _____

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____

MERRY OAKS STABLES, LLC WAIVER, RELEASE, and INDEMNITY AGREEMENT

THIS EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS AGREEMENT (the “WAIVER and RELEASE”) is hereby given by the undersigned to MERRY OAKS STABLES, LLC (“the STABLES”).

I hereby acknowledge that participating or engaging in equine activities can be dangerous and that there are inherent risks, which risks include bodily injury, or even death, from using, riding or being in close proximity to horses. Per the Equine Activity Liability Act of Virginia (Va. Code 3.2-6200 et. seq.), I hereby acknowledge that I have full and complete notice and understanding that there are certain inherent dangers of equine activities that are an integral part of equine activities; SUCH INHERENT DANGERS OF EQUINE ACTIVITIES INCLUDE: (I) THE PROPENSITY OF EQUINES TO BEHAVE IN WAYS THAT MAY RESULT IN INJURY, HARM, OR DEATH TO PERSONS ON OR AROUND THEM; (II) THE UNPREDICTABILITY OF AN EQUINE'S REACTION TO SUCH THINGS AS SOUNDS, SUDDEN MOVEMENT, AND UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS; (III) CERTAIN HAZARDS SUCH AS SURFACE AND SUBSURFACE CONDITIONS; (IV) COLLISIONS WITH OTHER ANIMALS OR OBJECTS; AND (V) THE POTENTIAL OF A PARTICIPANT ACTING IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE PARTICIPANT OR OTHERS, SUCH AS FAILING TO MAINTAIN CONTROL OVER THE EQUINE OR NOT ACTING WITHIN THE PARTICIPANT'S ABILITY.

As an inducement to the STABLES to allow my participation (and/or my minor child's/ward's participation, if applicable) in equine activities sponsored or organized by the STABLES, at facilities provided by, owned by or arranged for by the STABLES, I (for myself, or on behalf of my minor child/ward, if applicable) hereby RELEASE and WAIVE, to the fullest extent allowable under the Equine Activity Act of Virginia and other applicable law, all rights which I (or my minor child/ward, as applicable), or my heirs, administrators, executors or personal representatives, may have against the STABLES, their respective employees, agents, directors, agencies, members and representatives as well as the owners or operators of any property on which the sponsored equine activities take place (collectively the “Released Parties”), and RELEASE the Released Parties from liability, for death, bodily and personal injury, and/or property damage which is in any way associated with, arising from or related to the aforesaid equine activities. I hereby further WAIVE, to the fullest extent allowable under the Equine Activity Act of Virginia and other applicable law, my right (and/or my minor child/ward's right) to sue or to bring any action against any of the Released Parties in connection therewith, and I agree to INDEMNIFY and DEFEND the Released Parties from, and to HOLD the Released Parties HARMLESS against, any suit or action arising from or related to the aforesaid equine activities.

I hereby agree that I (or my minor child/ward, if applicable) have participated voluntarily in the aforesaid equine activities and expressly ASSUME ALL RISKS and dangers of death, bodily and personal injury and property damage which are in any way associated with the risks and inherent dangers related to equine activities enumerated above. If any clause or provision of this Waiver and Release is held to be invalid by a court of competent jurisdiction, the invalid clause or provision shall not otherwise affect the remaining provisions of this Waiver and Release which shall continue to be enforceable. This Waiver and Release shall be governed by and construed under the laws of the Commonwealth of Virginia.

I have been advised that I (or my minor child/ward, if applicable) am/is to wear a properly fastened, ASTM/SEI Certified protective helmet and hard-soled, heeled footwear at all times while riding or otherwise coming in

**MERRY OAKS STABLES, LLC WAIVER, RELEASE, and INDEMNITY
AGREEMENT (continued)**

contact with horses, and expressly assume the risk of injury resulting from failure to do so and/or from selecting headgear or footwear which does not adequately protect against injury.

I HAVE FULLY READ AND UNDERSTAND THE FOREGOING WAIVER AND RELEASE AND UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS. MY SIGNATURE, VOLUNTARILY GIVEN BELOW, EVIDENCES MY AGREEMENT TO THE TERMS AND CONDITIONS STATED ABOVE.

NAME (print): _____

ADDRESS: _____

SIGNATURE: _____ DATE: _____

If under the age of 18 BOTH PARENTS with LEGAL CUSTODY must sign:

MINOR NAME (print): _____

PARENT/LEGAL GUARDIAN NAME (print): _____

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____

PARENT/LEGAL GUARDIAN NAME (print): _____

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____