

RETURN TO FREEDOM

EQUINE FOSTER CARE TERMS AND CONDITIONS

The following terms apply to all Return to Freedom horses fostered by caregivers. By providing a home to one or more of our horses, you help us to provide care for other horses in need. The horse or horses placed with you are not available for re-homing or sale by the foster caregiver. While we hope a foster caregiver will provide a lifetime home for the horse, the foster caregiver understands and agrees that their role is as custodian, and ownership is not implied.

Becoming a foster caregiver, you agree not to use your dominion over the animal to force him/her into a program that he/she is not suited or which causes the animal stress or continued unhappiness. RTF believes in establishing a relationship based on trust and respect to create a **willing partnership**.

With regard to nutrition, we like to keep this as close to the horse's natural diet as possible. Quality grass hays such as timothy or orchard grass are preferable. These horses do best with simple foods and proper trimming. Horse shoes are often totally unnecessary.

Horses develop well into their fifth and sixth year. Although **relationship training** can start at any age, we do not put a lot of pressure on the young beyond developing his enthusiasm and focus. As the horse increases his desire to focus we can ask for more but should remember to always end the sessions positively, to leave him on a good note so that he wants to spend more time with us again.

Mustangs, especially the Spanish Barb horses, develop slowly. We require that all foster caregivers refrain from mounted training until the horse is at least 4 years old. There is much that can be accomplished from the ground in earlier years. If a horse is substantially developed and is over 3 but has not quite reached the age of 4, light preparation for riding may be appropriate. Remember that they were not created with us on their backs. Take your time and let their minds and bodies grow strong, and their eyes will stay bright!

We intend that all horses fostered through RTF's Foster program remain with their foster caregiver for a lifetime. If for any reason the horse does not work out, the horse(s) must be returned to Return To Freedom Sanctuary. Fostering does not imply ownership. As long as you are comfortable with that please proceed with our Terms and Conditions!

1. I hereby agree to abide by and comply with the following terms and conditions set forth herein. I understand and agree that failure to comply with these terms and conditions will result in the revocation of my right to maintain foster care for the horse.
2. Foster caregivers are legally and financially responsible for providing proper care and shelter. They are to guard and protect the horse in their care from being subject to malicious harm or endangerment, negligence, harassment or outright abuse.
3. "Abuse" as used herein shall mean physical aggression, the withholding of food, water, or shelter and/or emotional neglect. Horses shall be provided with other suitable equine companions at all times, sufficient room and/or habitat to move, roll, play and exercise at will on a daily basis.
4. Foster caregivers agree to treat their foster horse humanely and with kindness, dignity and respect at all times.

5. Foster caregivers agree to maintain the foster horse without shoes, and to observe natural barefoot trimming modalities, including low sugar diets for proper hoof growth/toughness.
6. Foster caregivers agree to refrain from riding their foster horse until it reaches 4 years of age.
7. Foster caregivers agree not to use severe training tools or aides such as severe bits and spurs.
8. Foster horses are not to be used for commercial purposes and are not, therefore, to be placed with riding schools, horse rental programs (riding stables), breeding farms, etc. unless specifically approved by the CEO and Board of Directors of Return to Freedom.
9. Foster caregiver agrees not to breed the foster horse.
10. Foster caregiver agrees to never send the foster horse to a rodeo.
11. Foster caregiver agrees to never send the foster horse to auction or slaughterhouse.
12. Foster caregiver agrees never to rope or "trip" the foster horse for sport or in any form for training.
13. Foster caregiver agrees never to hobble the foster horse.
14. Foster caregivers are responsible, as provided by State law, for any personal injury, property damage, or death caused by the animal in their care, for pursuing horses that escape or stray, and for cost of recapture. Foster caregivers also hold harmless Return To Freedom as provided by State law, for any personal injury, property damage, or death caused by the foster animal in their care, for pursuing horses that escape or stray, and for cost of recapture.
15. Return to Freedom retains the right to inspect at any time the premises where the horse is being kept with 24 hours notice for routine checks and without notice if there has been a complaint or concern for neglect or abuse.
16. Foster caregiver shall not transfer horse for more than ten (10) days to another location or to the care of another individual without the prior approval of an authorized representative of Return to Freedom.
17. Foster caregiver will not sell or transfer guardianship of the horse without express written authorization from Return to Freedom.
18. Should extreme hardship circumstances arise where the foster caregiver is no longer able to care for the horse, Return to Freedom is to be immediately notified.
19. In the event the Foster Care Giver locates a prospective "replacement" foster caregiver, Return to Freedom retains the right to screen all potential foster caregiver candidates and retains the exclusive authority to extend acceptance of, or to decline, the candidate foster caregiver. The new foster caregiver must agree to all terms and conditions of foster care set forth herein by Return to Freedom.

20. In the event that the foster caregiver can no longer care for the horse, the horse shall be returned to Return to Freedom's care, custody and control. The foster caregiver agrees to pay all costs involved in transporting the horse back to Return to Freedom.
21. In the event that the horse's life must be terminated due to injury or illness, this must be done in a humane manner. A veterinarian needs to document that further medical intervention would not help the horse and euthanasia is the only humane option. RTF must be notified prior to euthanasia unless the situation is an emergency and immediate action must be taken; (horse cannot be kept comfortable, pain is too great, etc). Saving unusual and emergency conditions, the horse's life must be taken exclusively at the hands of a licensed veterinarian by tranquilizers followed by lethal injection. If foster care giver wants to euthanize a horse simply because he has become unusable, or treatment may exceed the resources of time or money for the Caregiver, horse **MUST** be returned to return To Freedom Sanctuary at Caregiver's expense.
22. Foster caregiver shall immediately notify the authorized representative of Return to Freedom within 24 hours via telephone, e-mail or fax of discovery of a foster horse's death, theft or escape, and shall provide a Veterinary Certificate stating the cause of death within three (3) days. The foster caregiver shall be responsible for any expenses incurred by the death of the horse and its subsequent legal disposal.
23. I hereby certify that I am able bodied, and that my life and / or health are not put at extraordinary risk by activities commonly associated with the care, training or riding of horses. I further certify that I am an experienced and competent horseman/horsewoman, and that I have the ability to manage training and behavioral issues which may be associated with a wild horse (and / or any horse which has not been well socialized with humans, handled from birth or from a young age, or otherwise received training customarily associated with domestic horses). If, at any time, I encounter behavioral difficulty with the horse I adopt, I agree to seek advice from RTF, and / or from a professional trainer approved by RTF.
24. I hereby assume full responsibility for the risk of bodily injury, death, or property damage as a result of voluntarily providing care, custody and control for any horses adopted from RTF. **I AM AWARE THAT PARTICIPATION WITH HORSES WHETHER ON THE GROUND OR HORSEBACK RIDING, REGARDLESS OF LEVEL OF TRAINING AND HANDLING, BREED OR AGE, EXPOSES ME TO INHERENTLY DANGEROUS ACTIVITIES AND I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH COMPLETE KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH.**
25. Return to Freedom and foster caregiver agree that all disputes concerning the Terms and Conditions shall be resolved by arbitration, mediation, or litigation. Return to Freedom maintains the right to select which method shall be used to resolve the dispute. This shall not preclude Return to Freedom from seeking court intervention to protect the safety and well being of the horse if arbitration is unsuccessful or ineffective.
26. Failure to comply with these terms may result in the cancellation of the agreement, and immediate repossession of the horse and disapproval of requests for guardianship of additional horses. In addition, violation of any term of this agreement will be subject to applicable state laws.

This release contains the entire agreement between the parties hereto and the terms of this release are contractual and NOT a mere recital or formality. I expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **I FURTHER STATE AND AGREE THAT BY SIGNING THIS RELEASE THAT I HAVE CAREFULLY READ THE FOREGOING RELEASE, UNDERSTAND THE CONTENTS OF THIS RELEASE, AND SIGN THIS RELEASE AS MY OWN FREE ACT.**

Signature of Foster Care Giver

Date

RTF Terms Conditions Foster Care.Doc
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