

Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Home phone #: \_\_\_\_\_ Cell phone#: \_\_\_\_\_

Email address: \_\_\_\_\_

**THIS AGREEMENT** is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by and between \_\_\_\_\_

hereinafter referred to as the "Foster Home" and The Barefoot Ranch Inc., hereinafter referred to as "TBFR".

This contract will remain in effect from the date of the signature of the foster home until such time as the last animal owned by TBFR is removed from the foster home's facility.

- 1) Foster Home understands and agrees that animals placed in their care for fostering are the sole property of TBFR, foster care is provided voluntarily because foster home wants to help rescued animals, foster care is temporary until a permanent home can be secured.
- 2) TBFR makes no guarantees regarding soundness, temperament, or general condition. The Foster understands that the animal may have some health limitations due to previous instance of abuse or neglect.
- 3) Foster Home understands that TBFR may, at its discretion, remove any animal fostered from their property and care at any time.
- 4) Foster Home understands and agrees that if they require or desire to cease fostering an animal for TBFR, notice must be given to an officer of TBFR thirty (30) days prior to the date the animal must leave.
- 5) Foster Home understands that questions or concerns should be presented to TBFR prior to signing this agreement.
- 6) Foster Home agrees to provide hay, grain, water and sanitary, safe living conditions to the animals in their care.
- 7) Foster Home agrees to schedule and be present for farrier and veterinary care for fostered animals. (Refer to item 17 for financial responsibility agreements)
- 8) Foster Home agrees to comply in a timely manner with requests from TBFR for information about any animals owned by TBFR and in their foster care.
- 9) Foster Home agrees to allow potential adopters of any animal(s) owned by TBFR, access to said animal(s) for purposes of pre-adoption visits. In the case of the animal being placed in an adoptive home, TBFR agrees to give a minimum of 2 weeks notice to foster, unless otherwise agreed upon.

- 10) Foster Home understands and agrees that any animal owned by TBFR and in their foster care may not be sold, given away, leased out, sent to slaughter, removed from their personal supervision, used for breeding or racing, or moved from the above designated address.
- 11) In the event of an emergency, Foster Home understands that they may move any animal(s) owned by TBFR and in their foster care to a safe place. Foster Home also agrees to give TBFR notice (in person, by telephone call or email) of the new location of the animal(s) within twenty-four (24) hours of moving them.
- 12) The Foster agrees to notify TBFR and a veterinarian immediately upon the discovery of any medical problem. Foster Home agrees that should it become necessary to euthanize any animal owned by TBFR will be immediately notified and be provided with a veterinary statement as to the cause and date. Euthanasia and body removal will be covered financially by foster if death is due to negligence or wrong-doing. Negligence is defined as "A failure to behave with the level of care that someone of ordinary prudence would have exercised under the same circumstances. The behavior usually consists of actions, but can also consist of omissions when there is some duty to act (e.g., failure to provide feed or water)."
- 13) Foster Home agrees that an authorized representative of TBFR may enter the property where any fostered animal(s) reside, with 24 hour notice. In the case of emergency or disaster, no notice is required.
- 14) Foster Home understands that any animal related activity is inherently dangerous and agrees to assume all liability and hold TBFR, their officers, agents and volunteers harmless for any injuries or damages. Foster home understands that once they received a foster animal for foster care, that animal is legally in their care, custody and control and to be treated kindly and responsibly.
- 15) Animals are social creatures and for their wellbeing cannot be kept isolated or without a compatible companion. If you're circumstances change, we will gladly provide a suitable companion animal.
- 16) This Agreement and the rights and obligations of the parties hereto shall be subject to and shall be construed and interpreted under the laws of the Province of Manitoba. The parties hereto shall also consent to jurisdiction of the courts of Manitoba for all purposes and any disputes arising hereunder.
- 17) Costs:
  - a. Foster shall provide Quality Hay and grain as specified by TBFR for the animal.
  - b. Emergency and medical care due to negligence (as defined in #12) under foster care to be paid by Foster
  - c. Hoof Care/Trimming, payable by Foster
  - d. Routine medical care (vaccinations and worming), payable by Foster
  - e. Emergency medical care payable by Foster
  - f. Training under Foster Care payable by Foster

## **ANIMAL INFORMATION**

Animal ID(s) / type(s) / name(s) / Information including known health conditions and / or riding limitations:

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**Disclosure and Release Agreement**

I, \_\_\_\_\_, the undersigned, do hereby declare that I am aware of the following in connection with the animal I wish to provide foster care from TBFR:

- 1. that animals are different from human beings in their responses to human actions;
- 2. that the actions of animals are often unpredictable;
- 3. that animals should be closely and carefully supervised when they are with or around children;
- 4. that an animal's behavior may change after it leaves TBFR's property while the animal becomes accustomed to its new surroundings;
- 5. that any statements made by TBFR either orally or in the Foster Agreement, are merely opinions and are made or given solely as a courtesy to those considering fostering an animal, and in no way amount to claims, representations or warranties as to the temperament, health or mental disposition of the animal to be fostered.

I agree to accept possession of and responsibility for the animal(s) known as \_\_\_\_\_ TBFR ID#(s) \_\_\_\_\_, subject to the terms and conditions of the Foster Agreement which is to be executed on this date \_\_\_\_\_.

I hereby release and discharge TBFR forever from any liability whatsoever and of whatever nature for any injury or damages to any person or thing caused by the animal, and from any causes of action, claims, suits or demands whatsoever that may arise as a result therefrom.

\_\_\_\_\_  
The foster home acknowledges the following statements by signing this Contract. I hereby accept and will abide by the above agreement and conditions.

Signature of Foster Home \_\_\_\_\_ Date \_\_\_\_\_

Signature of TBFR Officer or Director \_\_\_\_\_ Date \_\_\_\_\_

**BY:** The Barefoot Ranch, PO Box 934, Teulon, MB R0C 3B0 Phone: (204) 801-6833  
E-Mail: sherri@thebarefootranch.com