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Prepurchase Examination – Liability Release Agreement

To be completed by buyer:

_____ (buyer), hereafter “buyer” is the prospective purchaser or prospective purchaser’s agent. Buyer acknowledges that Crum Equine Veterinary Service, its veterinarians, employees, technicians and staff have agreed to perform a pre-purchase examination at your request on a horse named _____ (horses name) upon the terms and terms and conditions of this agreement which includes a promise by buyer not to sue based upon buyer dissatisfaction with an executed purchase of the animal examined and identified in this agreement.

Crum Equine Veterinary Service will perform a pre-purchase examination of said horse on or around the following date _____. The scope of the examination and the selection of diagnostic tests chosen shall be determined by the buyer in consultation with Crum Equine Veterinary Service. This examination is done at the request of, at the expense of, and for the use of the purchaser only. This examination is intended to assist the prospective purchaser; no warranties are made by the examiner. All comments, findings and recommendations made by the veterinarian are made in his/her opinion and to the best of his/her knowledge at the time of the examination. The examination is not intended to be used as a prognosis for future health, soundness or a warranty for the horse’s suitability for any particular future use or purpose. The veterinarian’s job is neither to pass nor fail the animal being examined. The determination by buyer to purchase the animal examined is solely buyer’s choice and responsibility.

The buyer should be aware that this examination does not encompass an in depth evaluation of the horse's temperament, ability, or aptitude for a particular discipline. It describes the horse's health and soundness on the day of examination. A routine pre-purchase examination may not reveal subtle unsoundness, especially if the horse has not been in hard/consistent work in the preceding months. Many subtle internal medical or musculoskeletal problems are difficult to diagnose or may go unrecognized on our routine pre-purchase examination. Recurrent colicking, tying up, intermittent heaves, epistaxis, pregnancy, impaired vision, non-sweaters, and subtle transitory lameness are some of the occasional conditions that may be missed on these exams. The buyer should try this horse at his/her intended use before any examinations are performed. Some of the above conditions could then be recognized or ruled out.

Buyer acknowledges that a material condition of Crum Equine Veterinary Service’s agreement to perform this pre-purchase examination is buyer’s agreement to release, waive and discharge Crum Equine Veterinary Service, its veterinarians and employees from all claims arising directly or indirectly from the performance of the pre-purchase examination; this is a promise by buyer not to sue.

I have read this agreement, “Pre-purchase Examination – Liability Release Agreement,” and fully understand its terms. I intend my signature to be a complete and unconditional liability release to Crum Equine Veterinary Service.

Signature of Buyer: _____ Date: _____

Signature of Veterinarian: _____ Date: _____