

**APPENDIX A**

**United States Department of Interior - National Park Service  
Yosemite National Park  
Agreement for Equine Donation/Retirement**

This donation agreement is between the Department of Interior, National Park Service, Yosemite National Park (herein after: NPS) and \_\_\_\_\_ (Adopter, herein after: Humane Organization) located at \_\_\_\_\_ (adopter address).

This sets out the representations, terms, and conditions for the donation/retirement of the NPS horse/mule known as \_\_\_\_\_, described as \_\_\_\_\_

\_\_\_\_\_ (animal description, herein after the horse/mule) to the Humane Organization.

Pursuant to 40 USC Sec. 1308, the NPS has determined that the horse/mule has become unfit for government service and may be disposed of without notice under 41 USC 251 et seq., such that it may be put out to pasture by donation/retirement to a financially sound and reputable humane organization whose facilities and expertise permit it to properly care for the horse/mule, at no cost to the government, for the remainder of the animal's natural life.

The humane organization accepts the horse/mule and agrees to its humane and proper treatment, including providing appropriate food, shelter, exercise, upkeep, and medical care for the remainder of the animal's natural life at no cost to the government. If the humane organization should become unable to provide this care it will arrange an alternate home for the animal that will accept the requirements set forth in this agreement. In this case, the humane organization will notify the government in writing of the horse/mule's new home.

Consistent with "out to pasture" requirements of 40 USC Sec. 1308 the horse/mule shall not be worked in any public or private enterprise including law enforcement/security. Some animals, while unfit for government service, are able to perform limited duty in other capacities. Examples would be: trail riding, children's horse, handicapped riding, etc. Restrictions or use authorizations for horse/mule named in this agreement are: \_\_\_\_\_

When the horse/mule becomes unable to comfortably perform the duty listed above, it will be allowed to live the remainder of its natural life without additional work in either public or private enterprise.

By donation/retirement, the humane organization agrees to responsibility for the horse/mule and agrees to indemnify, hold harmless, protect and defend the NPS, its agents and employees from any liability or costs that may result from or in association with the horse/mule.

By execution of this agreement, all title and interest of the NPS in the horse/mule is extinguished.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
(Authorized Representative of the Humane Organization)

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
(Superintendent)

*Distribution: Original to Stock Foreman, Copy to Mounted Patrol Coordinator (where applicable, Copy to Property Management Office*