



Pinnacle Equine Sports Medicine

100 Thomas rd. Hollister, Ca. 95023

(831)245-5647

Pre Purchase Exam Liability Release Agreement

To be completed by buyer:

_____ (buyer), hereafter "buyer" is the prospective purchaser or prospective purchaser's agent. Buyer acknowledges that Dr. Caili Fulgoni of Pinnacle Equine Sports Medicine has agreed to perform a prepurchase examination at your request on a horse named (horse's name) upon the 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.

Dr. Fulgoni will perform a prepurchase examination of _____ (horse's name) on or around (date). The scope of the examination and the selection of diagnostic tests chosen shall be determined by the buyer in consultation with Dr. Fulgoni. After conducting the prepurchase examination, Dr. Fulgoni will provide you with information regarding any existing medical problems and the horse's overall health and condition on the given day of the examination. 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 her opinion and to the best of 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 prepurchase examination may not reveal subtle unsoundnesses, 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 might then be recognized or ruled out. The aforementioned disease conditions are listed as examples but are in no way an exhaustive list of potential subtleties not always detectable within the confines of a prepurchase evaluation.

Buyer acknowledges that a material condition of Dr. Caili Fulgoni's agreement to perform this prepurchase examination is buyer's agreement to release, waive and discharge Pinnacle Equine Sports Medicine and Dr. Fulgoni from all claims arising directly or indirectly from the performance of the prepurchase examination; this is a promise by buyer not to sue.

I have read this agreement, "Prepurchase Examination – Liability Release Agreement," and fully understand its terms. I intend my signature to be a complete and unconditional liability release to Dr. Fulgoni and Pinnacle Equine Sports Medicine.

Signature of Buyer: _____ Date: _____.

Signature of Veterinarian: _____ Date: _____.