

Mountain Valley Veterinary Services will perform a prepurchase examination of _____

Pre-purchase Examination - Liability Release Agreement

To be completed by buyer:

_____ (buyer), hereafter "buyer" is the prospective purchaser or prospective purchaser's agent. Buyer acknowledges that Mountain Valley Veterinary Services, its veterinarians, employees, technicians and staff have agreed to perform a prepurchase examination at your request on the horse named _____ 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.

Mountain Valley Veterinary Services will perform a prepurchase examination of _____ on or around _____. The scope of the examination and the selection of diagnostic tests chosen shall be determined by the buyer in consultation with Mountain Valley Veterinary Services. The veterinarian whom conducts the prepurchase examination will provide you with information regarding any existing medical problems and the horses overall health and condition on the given day 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 unsoundness, especially if the horse has not been in hard/consistent work in the preceding months. Some conditions, such as mild recurrent airway obstruction ("heaves"), mild vision impairment, early PPID ("Cushing's Disease), digestive disorders predisposing to colic signs, and muscle disorders such as equine polysaccharide storage myopathy ("tying up") may not be apparent during an examination.

Buyer acknowledges that a material condition of Mountain Valley Veterinary Services agreement to perform this prepurchase examination is buyer's agreement to release, waive and discharge Mountain Valley Veterinary Services, its veterinarians and employees 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, "Pre-purchase Examination - Liability Release Agreement," and fully understand its terms. I intend my signature to be a complete and unconditional liability release to Mountain Valley Veterinary Services.

Signature of Buyer: _____ Date: _____

Signature of Veterinarian: _____ Date: _____

By checking this box, you understand that the patient being examined today is currently a patient of the Seller, who is currently a client of Mountain Valley Veterinary Services. This examination is intended to be provided to the Buyer and have his/her best interests at the hands of the overseeing Veterinarian. All medical records will be confidential and only shared with the Buyer by Mountain Valley Veterinary Services. What you wish to share with the Seller is at your discretion.