



Dr. Lauren McPherson, DVM  
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## **Prepurchase Examination - Liability Release Agreement**

### **To be completed by buyer:**

I \_\_\_\_\_, hereafter "buyer", am the prospective purchaser or prospective purchaser's agent. Buyer acknowledges that Windmill Equine, its veterinarians, employees, technicians and staff have agreed to perform a prepurchase examination at your request on a 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.

Windmill Equine will perform a prepurchase examination of \_\_\_\_\_ (horse's name) on or around \_\_\_\_\_ (date). The scope of the examination and the selection of diagnostic test chosen shall be determined by the buyer in consultation with Windmill Equine. The veterinarian who conducts the prepurchase examination 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 to the best of their medical knowledge and ability. 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. 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.



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Buyer acknowledges that a material condition of Windmill Equine’s agreement to perform this prepurchase examination is buyer’s agreement to release, waive and discharge Windmill Equine, 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, “Prepurchase Examination – Liability Release Agreement”, and fully understand its terms. I intend my signature to be a complete and unconditional liability release to Windmill Equine and its employees.

Signature of Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name of Buyer: \_\_\_\_\_