



EQUINE REPRODUCTION CONCEPTS, LLC

Modern Horse Breeding Technology

111 Hackleys Mill Road
Amissville, Virginia 20106
Phone (540) 937-9832
Fax (540) 937-9862

RELEASE OF LIABILITY Storage of Frozen Semen

I. Parties

A. Owner/Agent

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Hereinafter "owner" is the owner or authorized agent of frozen semen from:

STALLION(S):

B. Equine Reproduction Concepts, LLC, of 111 Hackleys Mill Road, Amissville, Virginia 20106, hereinafter "ERC" is a Virginia limited liability company in the business of the collection and storage of semen and related activities.

II. The owner acknowledges and agrees to the following:

- A. Owner agrees to pay all charges for services under the terms of this agreement on or before the invoice due date. Payment is to be made to ERC. The fees to be paid are for semen storage services furnished by or on behalf of ERC and are to be charged as per the fee schedule being used by ERC at the time the services are rendered. Any payments not made in a timely manner shall accrue interest at a rate of one and one-half percent (1½ %) per month.
- B. Owner acknowledges that ERC does not carry any insurance against the loss of said semen stored at the facility.
- C. Owner agrees to indemnify ERC, its employees, agents, and representatives against any and all claims, including third party claims, for the loss of semen under this agreement.
- D. Owner agrees to assume all risk for loss of frozen semen stored at ERC under the terms of this agreement and agrees that the responsibility of obtaining insurance against said loss is to be born solely by the owner.

III. Equine Reproduction Concepts, LLC, agrees to the following:

- A. ERC agrees, in consideration of the payments and promises to pay as made by the owner to store frozen semen from the designated horse(s) under the terms of this agreement.
- B. ERC makes no guarantee or warranty as to the fertilizing capacity of any frozen semen stored under this agreement.
- C. ERC makes no warranty of any kind whatsoever, expressed or implied, which extends beyond the description of the services agreed upon herein, and hereby disclaims all warranties, including WARRANTIES OR MERCHANTABILITY or fitness for a particular purpose.

IV. Miscellaneous

- A. This agreement shall be construed under and in accordance with the laws of the state of Virginia.
- B. This contract contains the entire agreement of the parties and there is no other agreement relating to this semen service contract not expressed herein. No modification, waiver, or termination of this contract shall be binding unless executed in writing by the parties to be bound thereby.

Owner/Agent

Date

Equine Reproduction Concepts, LLC

Date