



OPU Mare Breeding Agreement and Waiver of Liability

1. This agreement, dated the _____ day of _____, 20____ is entered into between **Fen Vet Equine Reproduction**, and _____ (Owner or Leasee), hereinafter referred to as "**Client**", for the board and breeding of the following horse, hereinafter referred to as "**Horse**":

2. If the **Client** is leasing the **Horse**, the **Client** agrees to accept all responsibility and costs for the **Horse**.

Initial _____

CONSENT TO BOARD AND PROVIDE MEDICAL TREATMENT:

3. The **Client** hereby consents to and authorizes **Fen Vet Equine Reproduction** and its staff to board their **Horse** and administer vaccinations, medications, sedation, and/or perform procedures and/or treatments that the veterinarian(s) deem necessary for the breeding and safety of the **Horse** while under their care. The **Client** consent to the use of sedation as deemed necessary and advisable in the professional judgment of the veterinarian.
4. The **Client** has been informed of the nature of the transvaginal oocyte pick up procedure and potential associated risks including but not limited to: anesthetic risks; stress and discomfort; hemorrhage; infection of the ovary or abdomen; ovarian trauma and scarring; adhesion formation; and death. No guarantee has been made as to the results of the procedure. The **Client** understands the potential risks, and consents to **Fen Vet Equine Reproduction** performing veterinary treatments and/or procedures on the **Horse**.

Initial _____

HEALTH AND HANDLEBILITY OF THE HORSE:

5. The **Client** warrants, to the best of their knowledge, that the **Horse** shall be free from infectious, contagious, or transmissible diseases at the time the horse arrives at Fen Vet Equine reproduction's facility. The **Client** shall immediately advise **Fen Vet Equine Reproduction** if they are advised, or have reason to believe, the **Horse** is infectious, contagious, or has a transmissible disease at any time during the period of this agreement.



6. The **Client** agrees that the **Horse** is halter broke and handleable.

Initial _____

VACCINATIONS:

7. **Horses** boarded with **Fen Vet Equine Reproduction** are required to be vaccinated against Equine Influenza, Equine Herpes Virus, Eastern Equine Encephalitis (EEE), Western Equine Encephalitis (WEE), Tetanus, and West Nile Virus.

☐ I, the **Client**, certify that my **Horse** is vaccinated as described herein.

☐ I, the **Client**, give permission for **Fen Vet Equine Reproduction** to administer the vaccines described herein to my **Horse**.

Initial _____

RELEASE OF LIABILITY

8. The **Client** agrees to assume all responsibility and risk arising during boarding of their **Horse** with **Fen Vet Equine Reproduction**. **Fen Vet Equine Reproduction** will use all reasonable precautions against injury, escape, or death of my horse. The **Client** understands the possibility of injury, illness and death exists at any breeding facility and assumes all liability for injury, sickness, disease, or death.

9. **Fen Vet Equine Reproduction** strongly advises the **Client** to insure the **Horse** prior to arrival at the **Fen Vet Equine Reproduction** facility.

☐ The **Horse** is insured and the **Client** agrees to provide a copy of the contract prior to arrival at the **Fen Vet Equine Reproduction** Facility.

☐ The **Horse** is not insured and the **Client** agrees to accept all responsibility for costs should the **Horse** (and/or her foal) become sick, injured or die at **Fen Vet Equine Reproduction**.

10. The **Client** waives all liability and right to sue and hold harmless **Fen Vet Equine Reproduction**, its owners, family, agents or employees under all and any circumstances.

Initial _____

EMERGENCY MEDICAL CARE:

11. In the event of an injury or emergency, **Fen Vet Equine Reproduction** will attempt to contact the **Client** before any procedures or treatments are



performed. If the **Client** cannot be contacted to provide authorization for treatment, the attending veterinarian should act in his or her best judgement. The **Client** agrees to pay the additional expenses incurred for the emergency treatment up to the amount of \$_____

Please note best emergency contact number: _____

Initial _____

12. In the event of an injury or emergency please indicate if the **Horse** is a surgical candidate.

☐ **Yes** ☐ **No**

If yes, please note surgical facilities in order of preference below:

1. _____ 2. _____

13. In the case of an emergency in which the **Horse** is referred to another facility, the **Client** understands they are responsible for all costs incurred at that facility.

Initial _____

NON-DISCLOSURE AGREEMENT:

14. The **Client** and **Fen Vet Equine Reproduction** agree to a two way non-disclosure agreement of any negative or defamatory remarks about each other.

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CONSENT FOR SHARING PICTURES:

15. The **Client** consents to have pictures of the **Horse** and/or foal shared on social media. Note: no personal information will be shared with pictures.

Initial _____

STABLE RULES:

16. The **Client** acknowledges receipt and understanding of the stable rules below. The **Client** agrees that they and their guests will be bound and abide by the rules and accepts responsibility for the conduct of their guests according to these rules.
- Visitation and drop off/ pick ups are by appointment only.
 - Arrivals must check in to the breeding center office (or call / text 403-917-0443) prior to unloading horses.



- c. Dogs and other pets must remain in the client's vehicle; pets are brought at your own risk.
- d. Do not enter pens, feed, pet, groom, halter or attempt to handle horses on the property without consent.
- e. Do not utilize tack, equipment or supplies that belong to others without consent.
- f. Each person is responsible to clean up any mess made by their horse(s).
- g. Smoking is not permitted indoors. Alcohol is not permitted on the premises.
- h. Damage to horses, equipment, and facilities caused by neglect or abuse will be charged to the responsible individual.

FINANCIAL AGREEMENT:

17. The **Client** agrees to pay, in full, for all fees, as they come due, and no later than the date of mare pick-up to Fen Vet Equine Reproduction - including but not limited to:
- a. Board for the **Horse** (and foal if applicable)
 - b. Breeding services and supplies
 - c. Shipping and handling of semen
 - d. Permits
 - e. Medical treatments, including those deemed necessary for medical or surgical complications or unforeseen circumstances while at Fen Vet Equine Reproduction.
18. The **Client** understands that estimates given for planned services are only approximations, and the final bill may be greater or less than these amounts.
19. The **Client** agrees to pay a deposit to **Fen Vet Equine Reproduction** prior to the **Horse** arriving at the Fen Vet Equine Reproduction facility as follows: \$500.00 for Fresh/Frozen Breeds; \$1,500.00 for Embryo Transfers; \$1,000.00 for Oocyte Pick Up procedures.

Initial _____

By signing below you have read and acknowledged that I have read and agree to the Mare Breeding Agreement and Waiver of Liability.

Client's Name Printed: _____

Client's Signature: _____ Date: _____



Pre-Arrival Check List

All mares arriving for breeding at Fen Vet Equine Reproduction must have the following:

- 1) Mares must be in good health upon arrival. We retain the right to refuse services to any mare we deem unfit for breeding.
- 2) Mares must be vaccinated against West Nile Virus, WEE, EEE, Tetanus, Influenza and Rhino at least 2 weeks prior to arriving for breeding. Proof of vaccination is required.
- 3) Deworming or fecal egg count must be performed 1-2 weeks prior to arriving for breeding. Proof of deworming or fecal egg testing is required.