

#### Warmblood Studbook of Ireland

### Stage 1 Stallion Inspection Application

This Inspection Application is to be submitted by the horse owner/agent/keeper. One form is to be used for each stallion. Only stallions owned by Members in Good Standing who meet other eligibility criteria in WSI Rules Section 12 (i) may have their stallions inspected for Approval.

I request that WSI conduct the following inspection: ☐ Stallion: Stage 1 Selection Registered Name of Horse: **UELN/Registration Number:** Year of Birth: Name of Sire: Name of Dam: Dam's Registration Number: Name of Dam-Sire: Name of Second Dam: Your Name: Owner Name (if different): Address: Eircode: \_\_\_\_\_ Landline/Mobile: email:

Please book by returning this form and payment.

If the stallion is not an Irish Warmblood send a copy of your horse's passport including registration page, marking chart, and extended pedigree.

I give my consent to WSI to obtain, record, and store information about my name, postal address, email address, telephone number, and Equine Registered Premises Number.

I understand that to comply with the law WSI must obtain, record, and store information about my horse's performance tests and genetic tests. I understand that WSI is required by law to publish this information. This information will be held by WSI in perpetuity to promote the development of the Irish Warmblood breed.

I understand and give consent to WSI to share information on my horses' pedigrees, inspection scores, performance test results, linear profile scores, and genomic/genetic tests and data with the Royal Warmblood Studbook of the Netherlands (KWPN) for the purposes of breed management and improvement. This information will be held by WSI and KWPN in perpetuity to promote the development of the Irish Warmblood breed.

For the sole purpose of payment for an inspection I consent to WSI obtaining my credit/debit card details for one-time processing of the fee. I understand that the credit/debit card details will not be recorded or stored by WSI

I understand that I have the right to access my information held by WSI, to have any inaccuracies corrected. Except if precluded by legislation, I have the right to have my personal information deleted, and to restrict the sharing of my information.

I understand that I can withdraw this consent at any time by emailing the Studbook Administrator at admin@irish-warmblood.com and communicating my withdrawal of consent.

Signature:			<del></del>	
Fee:				
Stallion Stage 1 Inspection:	<ul> <li>□ €75 for stallion registered by WSI</li> <li>□ €150 for stallion registered by a Recognised Studbook (see next page</li> <li>□ €250 for stallion registered by non-Recognised Studbook</li> </ul>			
Payment:				
☐ Bank Transfer IBAN: ie91 bofi 9044 1322 5330 27 BIC: bofiie2d			Credit card or debit card Contact our office with your card details.	
Please ensure your name is on the bank transfer so we know who made the payment. € funds only.			Cheque / bank draft / money order	
Checklist:  ☐ Completed Application For ☐ Copy of Passport and Ped ☐ Sign This Page (Above) ar	igree			
□ Payment				

#### Stage 1 Stallion Inspection will include the following elements:

- 1. Pedigree and Damline Assessment
- 2. Conformation Assessment (type, top-line, forelegs, hindlegs)
- 3. In-Hand Gait Assessment (walk, trot)
- 4. Movement Assessment (walk, trot, canter loose and/or under saddle)
- 5. Loose Jumping or Jumping Under Saddle Assessment.

You will be shown the preliminary results of the Stage 1 Inspection at the end of the evaluation. An Inspection Report will be emailed to you.

Please read and sign the Terms and Conditions on the following pages.

#### **RECOGNISED STUDBOOKS**

KWPN: Royal Warmblood Studbook of the Netherlands

**HOLST: Holsteiner Verband** 

SF: Selle Français

BWP: Belgian Warmblood

sBs: Belgian Sport Horse

HANN: Hannoverian Verband

WESTF: Westfalen Verband

OLDG: Oldenburg Verband

OS: Oldenburg International

SWB: Swedish Warmblood

ZANG: Zangersheide

TB/XX: Thoroughbred

AA: Anglo Arab

ShA: Shagya Arab

# IRISH WARMBLOOD STUDBOOK LIMITED T/A WARMBLOOD STUDBOOK OF IRELAND IN ASSOCIATION WITH

#### KWPN, THE ROYAL WARMBLOOD STUDBOOK OF THE NETHERLANDS

## Terms and Conditions of Application and Process for Inspection of Stallions by the Warmblood Studbook of Ireland.

The following are the terms and conditions of the agreement between Irish Warmblood Studbook Limited – Company Number 465817 hereinafter referred to as "WSI", and the horse/equine owner and his, her or its employees, invitees, accomplices, servants or agents hereafter collectively referred to as the "the owner" If you do not agree to these terms, you will not be able to the below referred to inspection or inspection process and/or assessment or assessment process.

#### 1. INTRODUCTION

The owner agrees to the terms and conditions outlined in this agreement. The owner has applied to WSI for admission of his, her or its equine into the Warmblood Studbook of Ireland and/or for professional assessment of the various qualities of his, her or its equine. WSI administers various inspections and assessments held on pre-published inspections dates at various equestrian centers owned, operated and managed by third parties, throughout the Republic of Ireland. This Contract constitutes the entire and only agreement between WSI and the owner, and supersedes any and all prior or contemporaneous agreements, representations, warranties, and understandings with respect to the goods, services and information provided by or through the Site, and the subject matter of this Contract

#### 2. REPRESENTATION AND WARRANTY

The owner represents and warrants that he, she or it is both the equitable and registered owner of the equine the subject of this application.

The owner hereby further represents and warrants that any equine that he, she or it presents provides and/or submits for assessment or inspection or admission to WSI and its studbook is properly and fully trained, is suitably well-handed for inspection purposes, and, is capable of being handled in a safe manner and is not a danger or is not reasonably likely to cause danger or damage to any other equine or person or property.

Furthermore, the owner hereby further represents and warrants that it will at all times during the inspection process take, assume, ensure, and oversee full control and care of any equine in its ownership, that is presented and provided for assessment or inspection or admission to the Warmblood Studbook of Ireland.

#### 3. RIGHT TO REFUSE

WSI reserves the right in its sole discretion to refuse admission at any time to the inspection process.

#### 4. INDEMNIFICATION

The owner hereby agrees to indemnify, defend, and hold WSI and any of its affiliates, licensors, suppliers, associates, collaborators and its employees, servants and agents, and any of the third party equestrian premises owners and operators as above referred to, harmless from any direct or indirect, liability, loss or losses, claim, action or damage, arising from any injury or damage to a person, an equine, or property or any liability, or any special, incidental or consequential loss or losses, claim, damage arising directly or indirectly from any accidental death, and expense, including reasonable legal fees, related to the above.

"Liabilities" for the purposes of this agreement, means liabilities, costs, charges and expenses, consequential or otherwise (including all liabilities for judgments, fines, penalties, amounts paid in settlement, legal fees and expenses), that the Individual suffers or incurs resulting from, any proposed or actual action, suit or other proceeding in which the Individual is or may become involved; any order

made or judgment awarded against the Individual, or any investigation or proceeding involving the Individual by any court, administrative or quasi-judicial official body, agency or tribunal.

#### 5. DISCLAIMER

WSI and any of its affiliates, licensors, suppliers, associates, collaborators and its employees, servants and agents, hereby disclaims and sets forth that WSI and any of its affiliates, licensors, suppliers, associates, collaborators and its employees, servants and agents are not and will not be liable for any direct or indirect, special, incidental, or consequential damages or losses, liability, loss or losses, claim, action damage, arising from any injury or damage to a person, an equine or property or any liability, or any special, incidental or consequential loss or losses, claim, damage arising directly or indirectly from any accidental death, whether any of the aforementioned is based on breach of contract, tort, or arising from legislation or under the common law.

#### 6. ALTERNATIVE DISPUTE RESOLUTION

If any disagreements arise, the Parties will use their best efforts to negotiate to resolve all differences. The collaboration of Parties and their researchers is paramount. However if the dispute cannot be settled through inter-party negotiations, the Parties agree first to try in good faith to settle the dispute by mediation before resorting to any other dispute resolution procedure. The Parties agree to appoint an Independent Mediator to convene the mediation. The fees for mediation will be borne equally by the Parties. Should the parties fail to agree to resolve such dispute by Mediation then the parties agree to Arbitration as the second dispute resolution mechanism and before any other remaining dispute resolution options are decided upon.

#### 7. GOVERNING LAW

5. No refunds will be given.

This agreement shall be governed by and construed, and interpreted and enforced in accordance with the laws of the Republic of Ireland, and the Courts of the Republic of Ireland shall have exclusive jurisdiction in relation to any dispute that requires to be litigated arising from this agreement.

- 1. I attest that the above-named horse is in a fit state to be presented for assessment or inspection and is or will be sufficiently trained. A competent handler will at all times be present with the horse and the horse will be under his or her care and control at all times.
- 2. All the owners of the horse agree to indemnify WSI, KWPN, the venue owners, and their employees and agents on demand in full against any loss, claim or damage before, during, or after the assessment sustained or perpetrated by any person, goods, or horses.
- 3. By submitting this Assessment Application I agree to be bound by the rules and procedures of the Warmblood Studbook of Ireland. I permit the Studbook to collect, store, analyze, publish, and disseminate data about me and my horses; and to videotape and publish videotape on the internet.
- 4. Owners of Approved Mares and Approved Stallions must be and remain Members in Good Standing of WSI. All mares and stallions entered into the Studbook must have parentage confirmed by DNA analysis either by WSI's approved laboratory or another laboratory approved by WSI. To maintain approval owner must comply with all Studbook Rules.

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Signature:		
Date:		