

Irish Warmblood Festival & Foal Championship

Wednesday 26 September 2018



Irish Warmblood Festival

Foal Championship Entry Application

Please note that entries are open only to Irish Warmbloods. The attached Data Protection and Terms & Conditions forms must be signed before your entry can be accepted by WSI.

Name of Foal: _____

Breeding Direction: Showjumping Eventing Dressage

Sex: Colt Filly

Your Name: _____

Mobile Number: _____

My foal is offered for sale in the Irish Warmblood Marketplace. Yes No

My foal is available for a possible trade in the Marketplace. Yes No

If yes, I would like to trade my foal for a: Colt Filly

WSI may share my contact details with prospective purchasers/traders. Yes No

I agree that my foal will be inspected for the Foal Championship and Inspection scores will be shared with interested parties. Yes No

€30 Entry Fee

Payable by debit/credit card (please ring 087.222.9701) or bank transfer to WSI (BIC: bofiie2d IBAN: ie91bofi90441322533027).

Entry fee includes inspection for the Foal Championship, optional participation in the Marketplace, and use of a stable for your mare and foal at CoilÓg Equestrian Centre on 26 September. Fodder and bedding are provided by CoilÓg.





DATA PROTECTION

I give my consent to WSI and Irish Warmblood Festival & Marketplace 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, and 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: _____

Date: _____



IRISH WARBLOOD STUDBOOK LIMITED T/A WARBLOOD STUDBOOK OF IRELAND (WSI)

Terms and Conditions of Application and Process for Admission and Assessment and Inspection of Foals by Warmblood Studbook of Ireland for the Irish Warmblood Festival & Marketplace.

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 “owner”. If you do not agree to these terms, you will not be able to participate in the below referred inspection or inspection process and/or assessment or assessment process, and you may not bring your foal to the Irish Warmblood Festival & Marketplace.

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 Irish Warmblood Festival & Marketplace 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 and facilities owned, operated and managed by third parties or the owners of horses to be inspected and assessed, throughout the Republic of Ireland and Northern 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 the Irish Warmblood Festival & Marketplace 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 and showing 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 Irish Warmblood Festival & Marketplace.

3. RIGHT TO REFUSE

WSI reserves the right in its sole discretion to refuse admission at any time to the Irish Warmblood Festival & Marketplace.

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

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.

8. 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.
9. All the owners and handlers of the horse agree to indemnify WSI, 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.
10. By submitting this Entry 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; to videotape and publish the video on the internet; and to collect a hair sample for DNA analyses including a parentage test and/or genomic profile and/or DNA-OC test and other tests, the results of which are the property of WSI.
11. 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.
12. No refunds will be given.

Signature: _____

Date: _____