

**Nichols Cryo-Genetics, Inc.**  
**11745 NE 112<sup>th</sup> St.**  
**Maxwell, IA 50161**  
**Telephone: (515) 967-5311**

**RELEASE OF LIABILITY AND AGREEMENT**

The following bull(s) is/are to have semen collected, processed and cryo-preserved by Nichols Cryo-Genetics, Inc. (NCG), and housed at its facility at the above address.

<b>Breed</b>	<b>Bull Name</b>	<b>Registration #</b>	<b>Total # Units Domestic Requested</b>	<b>Total # Units Exportable Requested</b>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

All necessary procedures and precautions will be implemented to obtain high quality semen with adequate sperm cell concentration and good progressive motility post-freeze. However, the collection, storage and eventual sale of such semen will be “as is” with no implied warranty attached to it except as to title.

Owner agrees to release NCG from any and all liability, and covenant not to sue, in the event of injury or death of the bull(s), damage to or defect in semen during its collection, storage, or transportation or equipment in the normal collection of semen from the above named bull(s), or from any injury sustained by NCG, or any of its employees while handling said bull(s), whether caused by the negligence of NCG or otherwise. Owner assumes full, sole, and complete responsibility for any risk of property damage arising out of the performance of NCG’s services whether caused by NCG’s negligence or otherwise. Owner hereby specifically and expressly agrees this release specifically extends to all acts and/or omissions of negligence by NCG. The bull(s) owner is responsible for insurance on their animal and their semen while stored or housed at NCG. This agreement is binding on the heirs, successors, and assigns of both parties.

The bull(s) will be handled carefully and treated by a local qualified veterinarian in the event of any sickness or injury, at the owner’s expense.

Payment is due upon receipt of invoice. In the case of nonpayment of an obligation within 90 days of when it is due, NCG reserves the right to merchandise or dispose of collateral (i.e., bull, semen) to satisfy the obligations in default and apply proceeds against obligation. By signature below, owner consents to NCG's lien on the bull and/or all semen collected and stored for payment of all services rendered. In the case of default, NCG reserves the right to dispose of collateral as deemed necessary and the owner or designated representative relinquishes all rights and privileges associated with the collateral. All amounts due and owing to NCG are subject to a monthly finance charge of the maximum allowed under Iowa law. In the event of non-payment for any amount, owner shall pay all costs of collection incurred by NCG, including reasonable attorney fees.

Owner/Farm Name (Printed) \_\_\_\_\_

Owner's Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Postal Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

\_\_\_\_\_  
**Owner or designated representative**

\_\_\_\_\_  
Date

**Nichols Cryo-Genetics, Inc.**

By \_\_\_\_\_

\_\_\_\_\_  
Date