



Post-Thaw Retest Authorization Form

To authorize the retest of the post-thaw motility of already frozen semen. If you are uncertain of the collection date(s) stored, feel free to reach out to us for an inventory; you cannot leave that section blank.

Each post-thaw test (per collection per dog) is assessed a fee, please inquire for current cost or check our website.

Registered Name of Dog : _____ Breed: _____

Registry and Registration Number: _____

Collection Date(s) to be Tested: _____

(Indicate the specific collection dates that are authorized to be tested on the semen of the above listed dog. Do not write "All")

Reason for service(s): Professional/Commercial Breeder Personal/Family

You, the owner of the semen of the dog above, authorize semen to be released on this dog for retesting of the semen's post-thaw motility and quality at your own risk. When performing the post-thaw test, ICSB will test one pellet at the time, until viable sperm is discovered. You understand and agree that testing may use up the entire vial(s) for the collection if no viable sperm is discovered. You agree that this is a reasonable and necessary procedure and test to run and agree not to hold ICSB liable for any outcome out of this test. You understand and agree that ICSB only provides the service of post-thaw test to check the current quality of semen, and ICSB does not and cannot guarantee there will be viable sperm at the time of testing. You understand and agree that canine semen is a living organism that, even when frozen, deteriorates over time. Sperm cells will eventually cease living, but no one knows or can predict when this will occur, and it can vary from dog to dog. You understand and agree that ICSB makes no promises, guarantees, warranties, or representations, express or implied, that canine semen stored at ICSB will stay the same over time, that canine semen will be viable, that canine semen will be of any particular quality or motility, or that the use of any canine semen will result in conception. ICSB does not and cannot promise, guarantee, warranty, or represent that frozen sperm cells will be viable at the time of thawing for insemination and ICSB is not responsible for differences in thaw rate and quality of the semen as determined by inseminator. In the event that ICSB recommends repackaging of your semen, you agree and authorize ICSB to repackaging the semen accordingly.

ICSB's liability, as well as that of any of its owners, employees, or agents, may not and shall not exceed the total compensation received by ICSB. This limitation of liability applies to any and all claims, losses, expenses, injuries, or damages arising out of or in any way related to the performance of this agreement by reason of any act or omission, including breach of contract, negligence, errors, omissions, strict liability, breach of warranty, or any reason whatsoever, not amounting to a willful, wanton, or intentional wrong. This limitation of liability includes, but is not limited to claims for lost profits, loss of use, costs of replacement, special damages, and/or indirect or consequential damages whatsoever, regardless of whether or not it was caused in whole or in part by ICSB or its owners, employees, or agents.

In the event that any dispute arises between you and ICSB, you agree that the dispute shall be governed by laws of the State of Oregon, USA, without regard to any conflict of laws principles, and you agree that any and all disputes and actions shall be commenced only in the Circuit Court of the State of Oregon for Multnomah County, Oregon. You agree to submit to the exclusive jurisdiction and venue of the Circuit Court of the State of Oregon for Multnomah County, Oregon. You agree that the statute of limitations for any claim related to or arising out of this agreement is one year, and any claim commenced after one year, without exception, is time-barred. This applies to any claims brought by you and ICSB. You agree that for this statute of limitations, there is no discovery rule, and this one-year statute of limitations supersedes any statute of limitation or statute of ultimate repose that otherwise may have applied.

Printed Name of Semen Owner: _____ Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

By your signature below, you certify that the information you provide in this document is true and correct. You authorize ICSB to perform services for you at your own risk. You agree to all the terms and conditions in this Agreement preceding your signature below. You agree for ICSB to charge the fee for services to your provided payment method. Payment is due at time of service. For services involving shipment or transportation, payment will be required prior to shipment by ICSB. You understand that other charges may be applied at a later date, if additional services are necessary and ICSB may or may not notify you of these additional charges prior to charging you. You further state that ICSB has offered to provide an estimate of these charges to you and you agree to any fees ICSB charges without informing you. If you initiate a chargeback, or a check is bounced, you understand you will be charged additional fees. If ICSB has to prove in any way that you authorized the use of your provided payment method, you will incur additional fees from ICSB any time they are required to prepare a response to your chargeback. You also agree that any person you allow to access your frozen semen at ICSB, or any person that pays fees billed to your account at ICSB will be guaranteed by you. Any person you ask ICSB to bill on your behalf will be informed by you of fees or charges made by ICSB. If the person reverses any charge at ICSB, you will be held liable for reimbursement to ICSB immediately. It is your responsibility to ensure ICSB is paid for all services performed by or charged through ICSB to your account at ICSB.

Signature of Semen Owner: _____ Date: _____