

# DHI-Provo Dairy Herd Record Release and Publicity Selections

Dairy Producer Authorization					
Herd Number(s)					
Herd Name(s)					
Address					
City		State		Zip Code	
Telephone		Fax			
Email					
By:	_____			Date _____	
	Authorized Signature				
	_____				
	Name (type or print)				

Release of Records to the Council on Dairy Cattle Breeding (CDCB) for Genetic Evaluations options (indicate your selections with Yes or No)		
Release to CDCB (Yes or No)	Type of Records	Description
	<b>Traditional Records</b> Format 4	Traditional Records include: Cow Identification, Birth Date, Sire Identification, Dam Identification, Current Lactation Calving Date and Lactation Number, Test Date Milk Production, Component and Somatic Cell Records, Lactation to Date and Actual Production values, Date of Breeding that resulted in a Conception and Pregnancy Status.
	<b>All Breedings</b> Format 5	All Breeding Dates, Breeding Sires and Breeding Technician Codes
	<b>Health Records</b> Format 6	All Health Record Dates, Health Events and Health Technician (Note: Rx Drug Tracking treatments are not part of the health records.)
	<b>Calving Ease</b>	Calving Ease Records and Associated Traits including: Calving Difficulty, Calf Size, Livability and Condition

Publicity option for DHIA Affiliate and/or Cooperative Extension Service	
Publicity (Yes or No)	Description
	The records from herds with <b>Publicity</b> selected are intended to be included in <b>public reports</b> produced for and/or by the DHIA Affiliate and/or Cooperative Extension Service.

The dairy producer agrees to the Terms and Conditions listed on the DHI-Provo website. A copy of the Terms and Conditions are also included in this document for your convenience.

Return this completed form to DHI-Provo, P.O. Box 51427, Provo, UT 84605, Fax: (801) 374-5316 or email: [support@dhiprovo.com](mailto:support@dhiprovo.com). Please return all three pages of this document. If this form is not returned, your prior release of records and publicity selections will be used.

## Terms and Conditions

As the Dairy Producer, you hereby authorize DHI-Provo to process your dairy herd records.

DHI-Provo recognizes the confidential and sensitive nature of the data in the dairy herd records. DHI-Provo will take commercially reasonable steps to safeguard the data that has been placed in DHI-Provo's care by the Dairy Herd Improvement Association (DHIA) Affiliates and/or the dairy producer.

As the dairy producer you can control the dairy's record release options at any time using this form by notifying DHI-Provo and Affiliate.

### **Release and Use of the Dairy Herd Records**

1. DHI-Provo will provide copies of the dairy herd records in printed and/or electronic formats to the dairy producer, DHIA Affiliate and /or authorized testing personnel. The dairy producer and/or authorized personnel can select from DHI-Provo's offerings, the method and formats the data and/or reports are to be sent to the dairy producer and/or authorized personnel.
2. The dairy producer may authorize DHI-Provo to provide copies of the dairy herd records to the Council on Dairy Cattle Breeding (CDCB) to conduct the genetic evaluations of dairy animals in collaboration with Dairy Herd Improvement organizations. The data provided to CDCB will be based on the option selected by the dairy producer.
3. The dairy producer may request, by selecting the *No Publicity* option, to have their dairy record data not identified in public reports provided by DHI-Provo, the DHIA Affiliate or Cooperative Extension Service.
4. The dairy producer may authorize DHI-Provo to provide copies of the herd's dairy herd records to the national breed associations.
5. The dairy producer authorizes DHI-Provo to release copies of the dairy producer dairy herd records to the Cooperative Extension Service personnel in the states serviced by the Affiliate. The purposes of releasing records to the Cooperative Extension Service personnel include, without limitation, conducting research, and providing training and education to the dairy producer and others involved the dairy industry.
6. The dairy producer may grant DHI-Provo authorization to release copies of their dairy herd records to third parties such as, without limitation, veterinarians, nutritional consultants, artificial insemination organizations, management consultants, and suppliers of goods and services to the dairy industry. The dairy producer may control which third-parties have access to the dairy's records by submitting appropriate forms available from DHI-Provo.
7. DHI-Provo may use the dairy herd records to conduct research and analysis. Unless there is authorization from the dairy producer, the results of any such research will be presented in a manner as to safeguard the confidentiality of the dairy producer's records included in the research and analysis.
8. DHI-Provo may provide data that cannot be associated to a specific dairy to other organizations or individuals for use in conducting research and analysis. Unless there is authorization from

the dairy producer, the data will be provided in a manner as to safeguard the confidentiality of the dairy producers' records.

Warranty DHI-Provo does not warrant that its programs and services are free from errors and does not warrant that the reports, other printouts and data will be free from errors. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NOT WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Correction of Errors If any errors in processed data result from DHI-Provo's performance or failure to perform hereunder, DHI-Provo will exercise due diligence efforts to correct such verifiable and reproducible errors as soon as it becomes aware thereof, and DHI-Provo shall have no other liability with respect thereto. DHI-Provo's service under this section shall be at no additional expense to the dairy producer as long as such errors are communicated to DHI-Provo no later than 90 days after the test day where the error appeared. To the extent errors are communicated to DHI-Provo after such date, the dairy producer agrees to pay the reasonable cost incurred by DHI-Provo in correcting such errors based on DHI-Provo's then standard rates for its employees performing such services.

LIMITATIONS ON LIABILITY. THE TOTAL AGGREGATE LIABILITY OF DHI-PROVO TO YOU FOR ALL DAMAGES AND OTHER LOSSES IN CONNECTION WITH THESE SERVICES OR THE AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, SHALL IN NO EVENT EXCEED THE MAXIMUM AMOUNT OF MONTHLY FEES YOU HAVE PAID TO DHI-PROVO PURSUANT TO THE AGREEMENT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH DHI-PROVO RECEIVES WRITTEN NOTICE FROM YOU OF YOUR FIRST CLAIM AGAINST DHI-PROVO FOR DAMAGES OR OTHER LOSSES. IN NO EVENT SHALL DHI-PROVO BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL) IN CONNECTION WITH THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE BASIS FOR SUCH LIABILITY, AND EVEN IF DHI-PROVO HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.

It is expressly understood and agreed that in the event any remedy under this Agreement is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages set forth herein shall nevertheless remain in effect.

ALLOCATION OF RISK. The limitations and disclaimers with respect to warranties, remedies, and liability set forth in these terms are protective of DHI-Provo, but nevertheless reflect an acceptable allocation of risk to you.

THIRD PARTY CLAIMS. You agree to indemnify and hold DHI-Provo harmless from any and all claims, losses, and damages asserted against DHI-Provo by any third party, employee, or agent of your or any other individual or entity who may be affected by DHI-Provo's provision of services pursuant to this agreement, except for claims arising out of the gross negligence or willful misconduct of DHI-Provo or its representatives.