

AKC STUD BOOK CERTIFICATION AND  
ACKNOWLEDGMENT - PARENT CLUB MEMBER

By signing this AKC Stud Book Certification and Acknowledgment, Parent Club Member (“Certification”), I certify that the information provided by me in this Certification is true and accurate. I certify that I am a member in good standing of the \_\_\_\_\_ club, an AKC national parent club; and that I am in good standing with the American Kennel Club. I have requested from my club access to the \_\_\_\_\_ breed portion of the American Kennel Club Stud Book Register (“AKC Stud Book”) for a period of \_\_\_\_\_ month(s), and in any event not for a period of time to exceed one year. If thereafter I desire to continue to receive the AKC Stud Book, I agree to make another request and execute and deliver another Certification in the form then provided by AKC before receiving the AKC Stud Book. As a condition of use of the AKC Stud Book, I certify that I will use the AKC Stud Book for noncommercial research or scholarship purposes only; that I will not make or allow to be made any commercial, for profit, business or marketing use of the AKC Stud Book or any information for the AKC Stud Book; and that I will not, and will not allow others to, sell, trade, share, distribute, make available, make copies of, or publish in any form whatsoever specifically including, but not limited to, any electronic, email or “online” form, the AKC Stud Book or any information from the AKC Stud Book without the prior, written consent of AKC. I acknowledge that AKC is the owner of the AKC Stud Book and that I claim no rights in and to the AKC Stud Book or to any information contained therein. I further agree to credit AKC on works using the AKC Stud Book pursuant to the terms of this Certification in the following format: “Source: The American Kennel Club. Used with permission.”

I understand that AKC makes no express or implied warranties or representations with respect to the AKC Stud Book. The information is provided “AS IS,” with no warranties of any kind, express or implied. In addition, I understand that AKC makes no representation that the electronic transmission of the AKC Stud Book will be uninterrupted or error-free, and AKC will not be liable for the consequences of any interruptions or errors.

I understand and agree that AKC shall not be liable for indirect, special or consequential damages, or any loss of revenue, profits or data arising in connection with this Certification or the AKC Stud Book. I agree to indemnify the AKC, its officers, directors and employees for any loss, damage, claim or expense arising out of or related to my breach of the provisions of this Certification.

I understand that my breach of this Certification shall result in immediate and

irreparable damage to AKC. I also understand that money damages may not be an adequate remedy for such breach. Accordingly, in such event, I agree that AKC shall be entitled to injunctive relief to enforce or prevent any violation or threatened violation of this Certification. I agree that such remedy shall be in addition to and not exclusive of any other remedy available to AKC at law or in equity.

I understand and agree that any cause of action, controversy or claim arising out of or related to this Certification or as to the construction, interpretation and effect of this Certification shall be settled by arbitration pursuant to the applicable rules of the American Arbitration Association, except that equitable relief may be sought from any court of competent jurisdiction. The place of arbitration shall be New York, New York. The laws of the State of New York, without regard to provisions regarding conflicts of law, shall apply.

I understand and agree that once submitted, this Certification becomes the property of AKC. I further understand and agree that my receipt of the AKC Stud Book is not guaranteed, may be revoked at any time if given, and is subject to AKC's sole discretion. I understand and agree that any error, omission or misrepresentation of this Certification may result in the cancellation of access to the AKC Stud Book, and/or the loss of AKC privileges. I further state that I have read and understand the contents of the Certification and have been, or have had the opportunity to be and have elected not to be, advised by counsel.

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date