

THE THOROUGHBRED CENTER  
RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT (hereinafter referred to as "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The Thoroughbred Center, which its address at 3380 Paris Pike, Lexington, Kentucky 40511, (hereinafter referred to as "TTC"), and \_\_\_\_\_, hereinafter referred to as "Client".

WITNESSETH

For and in consideration of the mutual covenants and undertaking set forth, the parties hereto agree as follows:

PREMISES: TTC does hereby grant the reasonable use of TTC's Training Tracks during the hours that the tracks are open for use and subject to the regulations thereof.

CONDITIONS AND RESTRICTIONS: The following list of conditions and restrictions upon the use of the stalls, stable area and facilities is expressly agreed to by Client. Failure by the Client and/or Client's agents, servants and/or employees to abide by these regulations will be cause for the immediate termination of the Agreement by TTC.

- (A) No trucks or vans for pick-up or delivery will be allowed on the premises after 6:00 p.m. or before 5:00 a.m. without prior written approval of TTC, which shall be unreasonably withheld.
- (B) No dogs are allowed on the premises at any time, without the express written consent of TTC.
- (C) No children under age 16 years of age are allowed on the premises during training hours.
- (D) Any person who has been refused a license by the Kentucky Racing Commission or any other State Racing Commission will not be allowed on The Thoroughbred Center premises.
- (E) Any person found to be or reasonably thought to be drinking, intoxicated or in possession of alcoholic beverages or illegal drugs with be escorted from TTC premises, and, in the event such person is the Client, their agent, servant, employee, and/or invitee, this Agreement may be terminated. Cursing and profanity will not be permitted on the grounds in public areas. Smoking is strictly prohibited in and around the barn area.
- (F) TTC reserves the right to refuse admission to the premises of ANYONE whether they be a member of the general public, an invitee, employee, agent and/or servant of Client, or an owner or trainer of any horse occupying a stall on the premises.
- (G) Horses will be loaded or unloaded and ramps only.
- (H) All trailers and vans will be parked in authorized and designated areas only.
- (I) All vehicles of Client, their agents, servants and/or employees shall be parked in authorized and designated parking spaces only.
- (J) All horses must have a negative Coggins test dated less than one year prior to date of arrival. This certificate must accompany the health certificate on arrival to TTC (KRS 257, Agr: LsD.5:15).

DISCLAIMER AND IDEMNIFICATION: The undersigned understands that there are numerous hazards and risks of injury to himself, his agents, owners, employees, persons upon the track and training premises at his request and to his and their property incidental to practicing for, and participating in Thoroughbred horse training at TTC. Therefore, it is agreed, as one of the material considerations and inducements for TTC allowing the undersigned to train his horse(s) at TTC, that the undersigned for himself and those on whose behalf he trains horses, hereby releases, waives, discharges, covenants not to sue and assumes all risk of loss or damage, of whatsoever kind, nature or description, to his person or to his property or to the person or property of any kind or nature, as a result of transporting horses to, or practicing in horse training at TTC without regard to whether such loss, damage or destruction be the result of the sole negligence of TTC or any persons in the employee or service of TTC, TTC premises, or of defective appliances, machinery, or any other kind of property of TTC. Further, the undersigned, for himself, his agents, employees, persons on the premises at his request and for those on whose behalf he trains horses, shall save and hold TTC harmless for all

damages, actions, causes of actions, claims, attorney's fees, costs and losses arising out of any such loss, damage or destruction of whatsoever kind, nature of description, including that causes sole negligence of TTC, that may arise or be sustained by the undersigned, or his property or the person or property of another resulting from transporting horses, or from practicing for or participating in the training of horses at TTC. Client hereby specifically agrees to assume the duty of inspecting the track before training horses thereon, and trains horses thereon at his own risk. The Client further agrees to release and hold TTC harmless for all loss occasioned by fire, theft, vandalism, lightning, floods and/or other acts of God. Client's use of the training tracks and facilities is deemed in acceptance of these conditions. These provisions shall be binding upon heirs, administrators, executors and assigns.

Warning

Under Kentucky law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risk of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.

LIABILITY INSURANCE: The Client agrees to obtain and keep in force while using TTC facilities, liability insurance is a good and solvent company, to cover damages to TTC and/or third parties as a result of any accident or injury of any type caused by the Client and/or Client's agents, servants and/or employees. The Client agrees to carry such insurance in an amount not less than \$1,000,000. All applicants must have Worker's Compensation Insurance pursuant to Kentucky State Law.

EQUINE DISCLAIMER: TTC shall not be liable or responsible for any injury or loss caused or suffered in any manner by or to the horse are on or off the premises, whether caused by the condition of the premises, by the negligence of any agent or employee of TTC or otherwise. The owner (and any trainer or agent acting on his behalf) assumes the risks for all injury in his custody, ownership or control, regardless of cause of such injury. The owner (and any trainer or agent acting on his behalf) agrees to hold TTC harmless against any loss, cost, damage or other expense including reasonable attorney's fee incurred by TTC by reason of injury to or loss of any horses caused by the action of any horse owned by or in the custody of the owner (and any trainer or agent acting on his behalf) or by the action of any agent or employee of the owner.

NON-ASSIGNABILITY: This agreement may NOT be assigned or transferred in all or part to allow any other person to use the facility without the express written consent of TTC.

ENTIRE AGREEMENT. It is understood and agreed by the parties hereto that this Agreement constitutes the entire agreement of the parties, and that no oral statement or prior written statement not attached hereto shall have any force and effect. The Client acknowledges that he has executed this Agreement fully aware of the condition of the facility.

PARTIES BOUND HEREUNDER: This Agreement is in its entirety shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement this date and year first above written.

LESSOR:  
THE THOROUGHBRED CENTER

BY: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

CLIENT: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

BILLING ADDRESS (IF DIFFERENT):  
\_\_\_\_\_  
\_\_\_\_\_

CLIENT ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CLIENT PHONE NO. \_\_\_\_\_

SOCIAL SECURITY NO. \_\_\_\_\_