

**Release, Assumption of Risk, Waiver of Liability, and Indemnity Agreement**  
**Event: 2021 TCA Thoroughbred Makeover and National Symposium**  
**Kentucky Horse Park, Lexington, Kentucky**

**WAIVER, RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT**

For purposes of this Agreement, the "Event" includes the TCA Thoroughbred Makeover and National Symposium, as well as all associated move-in and schooling days. In consideration of participating in the Event, I, [REDACTED], hereby agree to release and discharge from liability the Retired Racehorse Project ("RRP") and the Kentucky Horse Park and their owners, affiliates, members, officers, directors, representatives, employees, agents, volunteers, attorneys, insurers, participants, and all other persons or entities acting for them ("Releasees"). On behalf of myself and my children, spouse, parents, heirs, assigns, invitees, employees, personal representatives, and estate (collectively, "Participant"), Participant also agrees as follows:

**Assumption of Risk**

Participant acknowledges and understands that there are known and unanticipated risks in farm and horse activities. These include, but are not limited to: (1) the propensity of an equine to behave in dangerous ways which may result in injury or death to a participant or bystander, or damage to property; (2) the inability to predict the horse's reactions to sound, movements, sudden movements, objects, persons, or other animals, regardless of its training and past behavior; (3) hazards of surface or subsurface conditions and objects, whether known or unknown; (4) the experience level of any participant; (5) a known or unknown health condition of any participant; (6) the condition or age of the equipment or tack; (7) collisions with other horses, animals, people, and objects; and (8) the unavailability of emergency medical care, which could result in physical or emotional injury, paralysis, or permanent disability. Participant understands such risks simply cannot be eliminated and that unexpected and unpredictable events may occur.

Participant understands that the handling, use, and riding of a horse involves the risk for personal physical injury, including but not limited to lacerations, bruises, fractures, head injuries, or death. With full knowledge and awareness of these and other dangers inherent in and related to the sport of horseback riding and equine-related activities, Participant knowingly and voluntarily participates in instruction and/or training at the Event and fully assumes all risks involved. Participant further accepts and assumes all risks that might have been caused by the action, inaction, or negligence of the Releasees.

Participant assumes all of the foregoing risks and any other risks inherent in equine activities and accepts complete responsibility for making any and all examinations or inspections relating to those risks or any other potential risks of recreational activities, and agrees and understands that the RRP, the Kentucky Horse Park, and Releasees shall have no duty or responsibility whatsoever to make any such examinations or inspections. If at any time Participant believes that participation is unsafe, Participant will immediately discontinue participation.

Participant understands that in the course of riding, schooling, working around the horses, taking riding instruction and otherwise participating in the Event, Participant will follow any and all rules of riding conduct and safety established by instructor and/or host of the Event and must equip himself/herself with appropriate riding attire, including riding boots or heeled shoes when mounted. All Juniors, which includes Participants aged 12 through 18 as of December 31, 2019, must wear an ASTM-standard/SEI approved and fastened riding helmet when mounted. All Participants, regardless of age, participating in any activity or Event that involves jumping must wear an ASTM-standard/SEI approved and fastened riding helmet when mounted.

**Acknowledgement of Rulebook**

I acknowledge receipt of the 2021 Thoroughbred Makeover Rulebook ("the Rulebook"), including the Code of Conduct. Further, I acknowledge that I have read, understand, and agreed to abide by the

Rulebook as a condition of participation in the Event. **By initialing below**, I acknowledge and agree that the Rulebook includes, but is not limited to the following:

- (1) \_\_\_\_\_ I understand that it is my responsibility to independently verify any claims advertising a horse as eligible to compete in the Event, i.e., "RRP Eligible";
- (2) \_\_\_\_\_ I understand that my participation requires me to register my Event horse(s) with the RRP as soon as it is acquired, as well as to promptly report any subsequent sale/transfer of ownership. This obligation applies regardless of whether the horse was included in the ASPCA Makeover Marketplace and/or how long after the Event the transfer occurred. All sales data will remain private;
- (3) \_\_\_\_\_ I understand that once I receive notice that my application is accepted, my applicable fee is non-refundable; and
- (4) \_\_\_\_\_ I agree to uphold the standards outlined in the Code of Conduct.
- (5) \_\_\_\_\_ I understand and agree that violations of the Rulebook and/or the Code of Conduct may be grounds for my disqualification from participation in the Event.

#### **Waiver of Liability, Indemnification, and Hold Harmless**

Participant hereby voluntarily waives, releases, forever discharges, and agrees to indemnify, covenants not to sue, and holds harmless Releasees from any and all claims, demands, or causes of action that occur at the Event (including, without limitation, any claims, demands, or causes of action that are in any way connected with participation at the Event or the use of equipment, facilities, horses, or bringing horses at or to the Event) arising from actions, non-actions, or negligence of Releasees, third parties, animals, or any other cause whatsoever. Should Releasees or anyone acting on their behalf be required to incur attorneys' fees and costs to enforce this Agreement or defend a claim made by Participant, Participant agrees to indemnify and hold them harmless for all such reasonable fees and costs.

Furthermore, Participant agrees to not allow anybody to ride a horse under Participant's care at the Event who has not signed this liability waiver. Also, Participant represents that Participant has adequate insurance to cover any personal injury, medical expenses or damages (personal, equine, or property). Participant may suffer or cause injury while participating at the Event or within or around the facilities at the Event, and agrees to bear the costs of such injury or damages.

#### **Disclaimer**

Participant also understands that RRP, the Kentucky Horse Park, and Releasees are not a party to any transactions that might take place as a result of the Event, and make no claims as to the suitability, soundness, or safety of any horses involved in the Event. RRP, the Kentucky Horse Park, and Releasees, with respect to any horses at the Event, make no warranties whether express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. In no event will RRP, the Kentucky Horse Park, or Releasees be liable for any harm, loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from, or in connection with, any transactions that might take place as a result of this Event.

#### **Permission to Use**

Participant gives permission to RRP, its agents or assigns, to use any photographs, videos, broadcasts, or other recordings or reproduction of same taken of Participant and/or Participant's horse by RRP or Kentucky Horse Park, or its agents or assigns, at the Event and acknowledges and agrees that the same is and shall remain the sole and exclusive property of RRP. The images may be reproduced, preserved, distributed, and used without limitation by RRP for any purpose, including sale.

#### **Severability and Venue**

I agree that this agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and is intended to be as broad and as inclusive as the laws of that State. If

any portion of this agreement is held invalid, the remainder of the agreement shall continue in full legal force and effect. If legal action related to this agreement is brought, it must be brought in an appropriate court of jurisdiction in the state or federal courts of Kentucky.

By signing this document, Participant agrees that if he/she is injured or dies, or their property is damaged or horses are injured or die, during participation in or attendance at the Event, then Participant may be found by a court of law to have waived his/her right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

**PARTICIPANT HAS READ AND UNDERSTANDS THIS ENTIRE AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS. PARTICIPANT UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, HE/SHE IS GIVING UP LEGAL RIGHTS TO DAMAGES THAT PARTICIPANT MAY HAVE AS A RESULT OF PARTICIPATING IN THE EVENT. PARTICIPANT ACKNOWLEDGES THAT RELEASEES HAVE OR WILL BE PROVIDING SERVICES AND/OR FACILITIES IN RELIANCE UPON THIS AGREEMENT. \_\_\_\_\_ Please Initial.**

**WARNING – UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS 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.**

Participant's Signature \_\_\_\_\_ Name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone (\_\_\_\_) \_\_\_\_\_ Date \_\_\_\_\_  
Emergency Contact Telephone (\_\_\_\_) \_\_\_\_\_  
Emergency Contact Name/Relation \_\_\_\_\_

**WAIVER, RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT  
PARENT OR GUARDIAN ADDITIONAL AGREEMENT  
(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ ("Minor") (PRINT Minor's name) being permitted to participate in the Event, I further agree to indemnify and hold harmless Releasees from any claims of any kind, including those alleging negligence, which are brought by or on behalf of Minor or are in any way connected with such participation by Minor.

\*If multiple parents or guardians have custody or share custody of Minor, signatures of all parents and/or guardians are required.

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Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

## **COVID-19 Safety Acknowledgment & Liability Waiver and Release of Claims**

### **COVID-19 SAFETY INFORMATION:**

The Retired Racehorse Project's goal is to produce a safe event in compliance with current public health guidance and all applicable government and venue-specific requirements and best practices. For purposes of this Agreement, the "Event" includes the TCA Thoroughbred Makeover and National Symposium, as well as all associated move-in and schooling days. While participating in the Event, I acknowledge and agree that "social distancing" must be practiced and face coverings worn at all times to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, the Event has put in place preventative measures to reduce the spread of COVID-19. However, the Event cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in the Event. By attending the Event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
  
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
  
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

For more information on the current symptoms of and risks associated with COVID-19, go to <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>

**ACKNOWLEDGEMENT OF COVID-19 REQUIREMENTS:** I acknowledge receipt of the 2021 Thoroughbred Makeover Rulebook ("the Rulebook"), including the Code of Conduct. Further, I acknowledge that I have read, understand, and agreed to abide by same, including all COVID-19 protocols, including any subsequent changes to said protocols, as a condition of participation in the Event. I understand and agree that failure to follow the Event's COVID-19 protocols may be grounds for my disqualification from participation in or volunteering for the Event.

**DUTY TO SELF-MONITOR:** Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact the Event at [kgreen@therrp.org](mailto:kgreen@therrp.org) if he/she experiences symptoms of COVID-19 within 14 days after participating or volunteering at the Event.

**LIABILITY WAIVER AND RELEASE OF CLAIMS:** I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or volunteerism with the Retired Racehorse Project and the Event, and I willingly engage in the Event.

**RELEASE AND WAIVER:** I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE RETIRED RACEHORSE PROJECT, THE TCA THOROUGHbred MAKEOVER AND NATIONAL SYMPOSIUM AND THEIR AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE,

FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE EVENT.

**ASSUMPTION OF THE RISK:** I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if it arises from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with the Event, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.
4. If signing on behalf of a Minor, I represent and warrant that I am the Minor's parent or authorized legal guardian, and I understand and agree that I am signing this Waiver and Release of Claims on behalf of said Minor and in consideration of said minor participating in the Event. I further agree to be bound by the Release and Waiver Section above as to any claims brought by or on behalf of the Minor or are in any way connected to the Minor's exposure or exposure of others to COVID-19 at the Event.

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\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Print Name of Minor Child, if applicable\*

\_\_\_\_\_  
Relationship to Minor Child

\_\_\_\_\_  
Print Name of Minor Child, if applicable\*

\_\_\_\_\_  
Relationship to Minor Child

\*If multiple parents or guardians have custody or share custody of Minor, signatures of all parents and/or guardians are required.