

This form must be sent to the Show if you are attending as a non-competitor.

WAIVER & RELEASE FORM FOR NON-COMPETITORS ON SITE AT SHOW

Page 1

For and in consideration of New Vocations Racehorse Adoption Program and The Jockey Club allowing me, the undersigned, to participate in any capacity in the New Vocations All-Thoroughbred Charity Horse Show and/or the T.I.P. Championships at the New Vocations All-Thoroughbred Charity Horse Show (collectively, the "Show") I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors,, and assigns, hereby agree to and make the following contractual representations, covenants and agreements pursuant to this Release (the "Release"):

ACKNOWLEDGMENT AND ASSUMPTION OF RISK: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in the Show involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Show organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating or observing the competition, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in the Show. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control at the Show.

Equine Activities: 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. I agree that I am familiar with the Kentucky Farm Animal Activity Liability Act, KRS 247.401 – 247.4029.

RULES AND REGULATIONS: I agree to be bound by the Rules of the Show and the local rules of the Kentucky Horse Park, both as supplemented by all rules or policies posted or otherwise provided prior to the Show and posted rules at the Show, including but not limited to any published COVID Best Practices and Release, as well as any emergency rules issued by the Horse Show Management or by any governmental agency relative to any public health emergency (collectively, the "Rules") . Horse Show Management reserves the right to issue changes and/or cancel classes and/or cancel the show (without refund) due to the public health emergency and any direction by any governmental agency.

WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY: In conjunction with my participation in the Show, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: the Show, the New Vocations Racehorse Adoption Program, The Jockey Club, the Kentucky Horse Park, Show participants (including riders, coaches, trainers, judges/officials, and other personnel), the Show officials and managers; the promoters, sponsors, or advertisers of the Show; and all owners, directors, officers, officials, employees, representatives, agents, contractors, members, insurers and volunteers of any of the aforementioned parties of any kind (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate in any way to my participation in the Show, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

WAIVER & RELEASE FORM FOR NON-COMPETITORS ON SITE AT SHOW

Page 2

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in the Show. If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities as the result of such claim.

The person signing below understands and agrees to all rules and information set forth in this document.

Print Name: _____ Signature: _____

Date: _____

Parent/Adult Guardian (if rider above is a minor)

Print Name: _____ Signature: _____

Date: _____

Phone: _____ Email: _____