

Lexington Carriage Classic Liability Release and Hold Harmless Agreement

I, the undersigned, have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with the Lexington Carriage Classic. I have read the rules and regulations as contained in the Lexington Carriage Classic's Prize List, and agree to abide by all rules and regulations therein. I understand the potential dangers that I could incur in equine activities, including but not limited to mounting, riding, driving, walking, boarding, feeding and any interactions with other horses. Understanding those risks I hereby release the Lexington Carriage Classic, its committee, its volunteers, and officials, and the Kentucky Horse Park and the Kentucky Horse Park Commission, its employees, successors and assigns from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing participate in equine activities at the Lexington Carriage Classic at the Kentucky Horse Park. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property. I recognize that the risk of serious injury is increased by not wearing certified helmet while horseback riding or driving, and agree to wear a certified protective helmet at all times while horseback riding.

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. KRS 247.4027

ASSUMPTION OF RISK: 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 in the Lexington Carriage Classic, 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 Lexington Carriage Classic. 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 Lexington Carriage Classic.

WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY: In conjunction with my participation in the Lexington Carriage Classic, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: the Lexington Carriage Classic and its Committee, Volunteers, Officials, and Staff, Event participants (including athletes/riders, coaches, trainers, judges/officials, and other personnel), the Event owner and competition manager; the owners, managers, or lessors of any facilities or premises where the Lexington Carriage Classic is held; and all directors, officers, employees, agents, contractors, and volunteers of any of the aforementioned parties (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 Lexington Carriage Classic, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

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.

Participant: _____ Date: _____

Printed Name: _____

Participant: _____ Date: _____

Printed Name: _____

Participant: _____ Date: _____

Printed Name: _____

Participant: _____ Date: _____

Printed Name: _____

Please enclosed this form with your entries. Parent(s) or Guardian(s) must Sign on behalf of all Juniors.
All Drivers, Passengers, Grooms, Owners, and Attendants Must Sign a Waiver.