

## AGREEMENT, RELEASE AND HOLD HARMLESS

This Agreement, Release and Hold Harmless is executed by the person whose signature appears below, in favor of Walmac Farm d/b/a Walmac Therapy (hereinafter "Owner"). The undersigned (hereinafter "Horse Owner") desires to have its Thoroughbred horse utilize the swimming pool and/or cold saltwater spa owned and operated by Owner and located at the Kentucky Thoroughbred Training Center located on Paris Pike in Lexington, Kentucky.

The undersigned understands and agrees that the horse will be cleaned, prepared and handled by Owner's employees during the entire use of the swimming pool or spa and that the horse will be confined during the use of said devices, which can result in the horse becoming fractious or to act in a dangerous manner which could result in injury to or death of the horse or injury to or death of, Owner's employees.

The undersigned hereby releases and holds harmless Owner and Owner's employees from any and all liability from any damages of whatsoever nature and kind, whether foreseeable or unforeseeable, resulting from the use of the swimming pool or spa, including, but not limited to, personal injury or death of Owner's employees or injury to, or death of the Horse Owner's horse while utilizing said devices.

Horse Owner further agrees to indemnify and hold harmless Owner from any and all claims asserted against Owner in any way related to Horse Owner's utilization of said devices, including but not limited to, damages for personal injury, property damage, pain and suffering, medical expenses, permanent impairment and attorney fees.

Horse Owner has fully read and understands the entire contents of this Agreement, Release and Hold Harmless as evidenced by the signature below.

Horse Owner

By: \_\_\_\_\_

Date: \_\_\_\_\_