

## MEDIA RELEASE, INDEMNIFICATION AND INSURANCE AGREEMENT

In consideration of credentialing and admission of \_\_\_\_\_ (*insert full legal name of media organization, i.e. radio or TV station plus call letters or production company*) for the purpose of radio broadcasting, television coverage, filming, videotaping, still photography, etc., at Oaklawn Jockey Club, Inc., 2705 Central Avenue, Hot Springs, Arkansas 71902 (the "Facility"), solely for media coverage of activities (the "Events") occurring at the Facility between Jan. 1, 2019 and Dec. 31, 2019, the Undersigned agrees as follows:

1. Undersigned releases, discharges and waives against Oaklawn Jockey Club, Inc. ("Oaklawn") any and all claims for losses, injuries, death or damage to persons or property (including loss of use of property) sustained to or by Undersigned and/or property of Undersigned in connection with the Events. It is understood and agreed that personal property of Undersigned subject to this release shall include any and all photography, broadcasting, telecommunication, film and other production equipment necessary for broadcasting and/or telecasting or coverage of the Events. Undersigned recognizes the risks of its activities to be undertaken in coverage of the Events. Undersigned has inspected and is familiar with the Events and the Facility, as well as arrangements for placement and use of all of Undersigned's equipment. Undersigned voluntarily and fully assumes all risk of loss, injury, damage, death or destruction to any person or property by theft, accident, inclement weather or any other cause. Undersigned shall be responsible for security and protection of Undersigned's equipment. This waiver and assumption of liability and risk pertains to any cause of loss, except for willful and gross negligence on behalf of Oaklawn. Undersigned has reviewed and agrees to comply with track rules contained within the Oaklawn Media Credentialing Policy.
2. Oaklawn disclaims rights in images of any person, horse, owner, jockey, silks or other proprietary material not owned by Oaklawn that may appear at the Facility, including trademarks of Oaklawn sponsors displayed at the facility. Undersigned shall obtain necessary licenses, consents or releases permitting use of any party's proprietary material, including, but not limited to, any party's copyrights, trademarks, rights of publicity, rights of privacy or other proprietary or personal rights. This shall apply to any photograph or video footage taken or other material obtained in connection with the credential (collectively, "Event Information"). Undersigned is solely responsible for determining which licenses, consents and releases shall be obtained.
3. Undersigned shall protect, indemnify and hold Oaklawn harmless and assume liability for defending Oaklawn (the cost of such defense as well as other damages, or, if indemnification is not available, to contribute to Oaklawn's losses) from and against liability, loss, damage, claims or expenses (including reasonable attorneys' and other fees and expenses), arising directly or indirectly from any acts or omissions of Undersigned or any agent, employee or invitee of Undersigned, arising out of or in connection with the Events, including but not limited to any claims arising from Undersigned's use of any Event Information taken or obtained by Undersigned at the Facility, including, without limitation, any claim that any use of such information infringes any third party's copyrights, trademarks, rights of publicity, rights of privacy, or other proprietary of personal rights, however denominated.
4. Foregoing provisions shall be construed to be as broad and inclusive as permitted by laws of the State of Arkansas and shall be binding upon Undersigned, its successors and/or assignees. The maintenance by Oaklawn of insurance relating to claims waived, released and/or indemnified shall not affect terms or interpretation of this Agreement. Undersigned agrees that any and all insurers of Undersigned - whether insurers of property, personal injury or any other loss - if their insurance policies do not already so provide, agree to waive and not exercise any rights of subrogation in the event of loss of or damage to the subject property, as well as loss of use thereof. For purposes of this Agreement, Oaklawn shall mean and include Oaklawn Jockey Club, its affiliates and respective officers, directors, agents, employees, contractors, servants and licensees.
5. Prior to admission to the Facility, Undersigned shall deliver to Publicity Department, Oaklawn Jockey Club, 2705 Central Avenue, Hot Springs, Arkansas 71902, a certificate evidencing maintenance of the following insurance coverage:

Oaklawn Jockey Club must be added as an Additional Insured to the General Liability Insurance for the dates of Jan. 1, 2019 through Dec. 31, 2019. The undersigned's insurance will be primary and noncontributory. This certificate shall contain a 30-day prior written notice of cancellation to Oaklawn clause. For insurance policies purchased outside of

the United States, the certificate shall contain the following clause in English: "for claims and suits occurring in the United States."

a. Commercial General Liability Insurance to include Broad Form Contractual and Personal & Advertising Injury for Combined Single Limit of \$1,000,000. Each Occurrence, \$2,000,000 General Aggregate.

b. Commercial Automobile Liability Insurance for all vehicles owned, non-owned or hired by Undersigned in connection with the Events in the minimum amount of \$1,000,000 per accident.

c. Workers' Compensation Insurance for all employed personnel in accordance with applicable statutory requirements including Employers Liability limits of \$100,000 Each Accident Bodily Injury; \$500,000 Policy Limit Bodily Injury by Disease and \$100,000 Each Employee Bodily Injury by Disease.

6. Undersigned acknowledges this Agreement does not grant to Undersigned rights in and to any Events not otherwise granted to the Undersigned by separate written agreement, including but not limited to access to the Facility.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

UNDERSIGNED

\_\_\_\_\_

Print Full Legal Name of Media Organization

By:

\_\_\_\_\_

Title

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