

**USPRE QUALIFY BREEDING STOCK (TQB) (TRC) TRIBUNALS HOST FACILITY
RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT**

United States PRE Association (“USPRE”) greatly appreciates the equestrian facilities hosting TRC activities. The owner of the host facility (“Host Facility”) understands and agrees that horses are inherently unpredictable and horses responses and reactions to the Host Facility property and TRC related activities may result in damage to property, injury to individuals, harm to other horses, and other potential injuries and losses. Host Facility further understands and agrees that USPRE does not provide insurance for any Loss (defined below) suffered by Releasors (defined below) and USPRE makes no representations, express or implied warranties, or guarantees regarding the experience, knowledge, or behavior of individuals or horses attending TRC activities at the Host Facility.

Therefore, in consideration of USPRE accepting the Host Facility property as a TRC location, the Host Facility, on its own behalf and on behalf of its parent company(ies), affiliates, subsidiaries, employees, owners, member(s), manager(s), officers, directors, staff, independent contractors, trustees, beneficiaries, agents, attorneys, successors, insurers, representatives, and assigns (collectively “Releasors”), does hereby release, hold harmless, and agrees to indemnify USPRE, and all of its parent company(ies), affiliates, subsidiaries, employees, owners, managers, members, officers, directors, staff, independent contractors, trustees, beneficiaries, agents, attorneys, successors, insurers, representatives, and assigns (collectively “Releasees”), of and from all claims and/or causes of action, for injuries, damages, losses, or obligations (collectively “Loss”) because of anything done or omitted to be done by Releasors or Releasees arising out of or relating to TRC activities, including, but in no way limited to, the utilization of the Host Facility property, the inspection process, stabling, and transportation to and from the Host Facility property, whether caused by negligence or other wrongdoing (except intentional), the liability for which is expressly denied by Releasees.

This Release, Hold Harmless, and Indemnification Agreement (“Agreement”) shall be construed and enforced in accordance with the laws of the State of Florida. All disputes relating to the interpretation and enforcement of this Agreement shall be resolved exclusively by the state court in Palm Beach County, Florida. Host Facility agrees that this Agreement does not expire. Host Facility agrees that any and all claims and/or causes of actions for Loss must be brought within one (1) year of the date accrued and any claim for personal property Loss is limited to \$500.00 (Five Hundred Dollars).

If any provision of this Agreement or the application thereof to any person, entity, or circumstance shall be determined to be invalid or unenforceable, neither the remainder of this Agreement nor the application of such provision to any other person, entity, or circumstance shall be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

The undersigned certifies that he/she has read this entire Agreement and understands, and agrees to be bound by all of the terms and conditions contained herein. The undersigned represents that he/she has the authority to execute this Agreement on behalf of the Host Facility and the other Releasors and thereby bind them to the terms of this Agreement without limitation or exception.

Date: _____

Name of Host Facility: _____

Printed Name of Signer: _____

Relationship to Host Facility (i.e. Owner, President, Manager, etc.): _____

Signature: _____