

**WAIVER OF LIABILITY**

This Waiver of Liability (“Waiver”) is entered into on this 10 day of October, 2021 by \_\_\_\_\_ (“Undersigned” or “Participant”) in favor of THE MARYLAND JOCKEY CLUB OF BALTIMORE CITY, INC., a Maryland corporation, and all of its respective directors, officers, employees, agents, representatives, affiliates and subsidiaries (collectively, “MJC”).

The Participant has voluntarily chosen to participate in a horseback riding event where he/she will ride his/her horse on and around the racetrack at Pimlico Race Course on October 10, 2021 (the “Event”). In consideration of such engagement the Undersigned hereby freely and voluntarily, without duress, executes this Waiver under the following terms:

**1. Waiver and Release**

The Undersigned releases and forever discharges and hold harmless MJC and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Undersigned’s activities with the Event.

The Undersigned agrees that this Waiver discharges MJC from any liability or claim that the Undersigned may have against MJC with respect to bodily injury, personal injury, illness, death or property damage that may result from its participation in the Event. The Undersigned also understands that MJC does not assume any responsibility for or obligation to provide financial or other assistance in the event of any such injury, illness, death or property damage.

**2. Assumption of Risk**

The Undersigned understands that its participation in the Event may include activities that may result in harm to the Undersigned. The Undersigned hereby expressly and specifically assumes the risk of injury or harm in this participation and releases MJC from all liability for injury, illness, and death or property damage resulting from such activities.

**3. Photographic Release**

The Undersigned hereby grants and conveys to MJC all right, title and interest in any and all photographic images and video or audio recordings made by MJC during the Undersigned’s participation in the Event, including but not limited to any royalties, proceeds or other benefits derived from such photographs or recordings.

**4. Other**

the Undersigned expressly agrees that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Maryland. This Waiver shall be governed by the laws of the State of Maryland. In the event that any clause or provision of this Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver which shall continue to be enforceable.

Signature of Undersigned \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_

Printed Name of Undersigned \_\_\_\_\_

Street Address, City, State and Zip Code of Undersigned \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_