

# 2023 Release & Indemnification Agreement



CHURCHILL DOWNS

In consideration of the admission of \_\_\_\_\_ (insert full legal name of media organization i.e. radio or TV station plus call letters or production company) to the grounds of Churchill Downs Racetrack, 700 Central Avenue, Louisville, Kentucky 40208 (the "Facility"), for the purpose of radio broadcasting, television coverage, filming, videotaping and still photography, etc., solely **for media coverage** of the activities (the "Events") occurring at the Facility between **Jan. 1, 2023 and Dec. 31, 2023**, the Undersigned does hereby agree as follows:

1. Undersigned hereby releases, discharges and waives against Churchill Downs Incorporated ("Churchill"), any and all claims for losses, injuries, illness, death of or damage to persons or property (including loss of use of property) sustained to or by Undersigned and/or the property of Undersigned in connection with the Events. It is expressly understood and agreed that the personal property of Undersigned subject to this release shall include any and all photography, broadcasting, telecommunication, film and other production equipment necessary for the broadcasting and/or telecasting or coverage of the Events. Undersigned recognizes the risks of its activities to be undertaken in connection with the Events and it has inspected and is familiar with the Events and the Facility and the arrangements for placement and use of all of Undersigned's equipment and does voluntarily and fully assume all risk of loss, injury, damage, death or destruction to any person or property by theft, accident, inclement weather or from any cause whatsoever. Undersigned shall be responsible for maintaining security and protection of all of Undersigned's equipment. This waiver and assumption of liability and risk shall be effective as to any cause of loss, except for willful and gross negligence on behalf of Churchill. **Undersigned has reviewed and agrees to comply with track rules contained within the Churchill Downs 2023 Notice of Media Rules and Guidelines.**

2. CHURCHILL MAKES NO REPRESENTATIONS AND SPECIFICALLY DISCLAIMS THAT IT HAS ANY RIGHTS IN THE IMAGES OF ANY PERSON, HORSE, OWNER, JOCKEY, SILKS OR OTHER PROPRIETARY MATERIAL NOT OWNED BY CHURCHILL THAT MAY APPEAR AT THE FACILITY, INCLUDING WITHOUT LIMITATION, TRADEMARKS OF CHURCHILL SPONSORS DISPLAYED AT THE FACILITY. Undersigned shall obtain all necessary licenses, consents or releases permitting the 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 of personal rights, however denominated included in 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 Churchill harmless and assumes liability for defending Churchill (the cost of such defense as well as other damages) (or if indemnification is not available, to contribute to Churchill's losses) from and against any and all 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. The foregoing provisions shall be construed to be as broad and inclusive as permitted by the laws of the Commonwealth of Kentucky and shall be binding upon Undersigned, its successors and/or assignees. The maintenance by Churchill of insurance relating to the claims waived, released and/or indemnified hereby shall not affect the terms or interpretation of this Agreement and 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 that they waive and will not exercise any rights of subrogation in the event of loss of or damage to the subject property, as well as the loss of use thereof. For purposes of this Agreement, Churchill shall mean and include Churchill Downs Incorporated, its affiliates and their respective officers, directors, agents, employees, contractors, servants and licensees.

## **[THOSE BRINGING EQUIPMENT ON TO FACILITY GROUNDS MUST COMPLY WITH THE FOLLOWING #5]**

5. Any organization coming onsite must provide a Certificate of Insurance form their insurance agent that addresses minimum insurance coverages outlined below. Undersigned shall, prior to its admission to the Facility deliver certificate via email to USI Insurance Services LLC Attention: [Laurie.Kelly@usi.com](mailto:Laurie.Kelly@usi.com), evidencing the maintenance of the following insurance coverage:

a. Commercial General Liability Insurance which includes Products/Completed Operations and Personal & Advertising Injury for Combined Single Limit of \$1,000,000 (Each Occurrence), \$2,000,000 (General Aggregate). Coverage should also include Broad Form Contractual, Additional Insured, Waiver of Subrogation, and Primary/Non-Contributory language in favor of Churchill Downs, Inc.

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. (this coverage is required of anyone delivering equipment to the premise – equipment is defined as electronic or mechanical item used by broadcast and photo sources that cannot fit comfortably into a pocket, including video cameras, still cameras, and radio equipment. Laptops, portable recording devices and other items typically used by print media are not considered “equipment” in this instance.)

c. Workers’ Compensation Insurance for all workers 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). Coverage should include “All or Other State” endorsement or designate Kentucky as a covered state. (if a company has no employees and no Work Comp, the individual owner can signed an affidavit of exemption)

d. The certificate of insurance shall include the following information as well as the above coverages:

a. Churchill Downs Incorporated listed as additional insured and waiver of subrogation.

b. Current coverage dates to verify coverage will be in force during the current event period.

c. This certificate shall contains a 30-day prior written notice of cancellation to Churchill clause.

d. 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.”

6. For the purpose of print, television, radio, blog, online or satellite broadcasts (collectively referred to as “Coverage”) of the activities occurring on or at the Facility, the undersigned does hereby agree as follows:

a. **There will be no references to any competing sponsors of Churchill Downs Racetrack, the Kentucky Oaks or the Kentucky Derby mentioned in connection with or as a presenting partner of Coverage of the activities on or at the Facility.** A list of active sponsors will be provided by Churchill prior to the Event. Failure to comply will be subject to revocation of current or future credentials.

b. Any non-competing sponsorship reference(s) (“Messages”) related to Coverage originating from the Facility or promotional materials used to solicit such sponsorship or partner support (“Sponsorship”) may not suggest that said sponsor(s) or partner(s) are affiliated with the Facility or the Events. Instead, all Messages must clearly reflect that the Sponsorship is an opportunity for Coverage only and does not provide an affiliation with the Facility or Events. All Messages should include a tag line. Acceptable tags include: “[Organization]’s coverage of the Kentucky Derby this week from Churchill Downs is presented by X” or “Today’s show from Churchill Downs’ backside is brought to you by X”. Unacceptable tags include: “[Organization] is here at the Kentucky Derby presented by X” or “[Organization] is here at Dawn at the Downs presented by X.”

c. **There will be no references to any competitors of TwinSpires.com or Brisnet during Coverage of the activities on or at the Facility,** including the sale of advertisements to any such competitors to be aired during the Coverage and any programming featuring such competitors or their representatives or spokespeople, except with the express written consent of Churchill Downs. Such competitors shall be defined as anyone accepting online wagering on horseracing or selling handicapping data information. Failure to comply will subject the undersigned to revocation of current and future credentials.

d. On-site promotional signage at a broadcast location may only reference the media organization.

e. Credentials issued for Coverage guests must be pre-approved by Churchill Downs Racetrack. No credentials shall be issued to competing sponsors of Churchill Downs Racetrack, the Kentucky Oaks or Kentucky Derby.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**UNDERSIGNED**

\_\_\_\_\_  
Print Full Legal Name of Media Organization

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

Title: \_\_\_\_\_