

**Week One**  
**IMPORTANT**

**THIS MUST BE COMPLETED AND SIGNED BEFORE ANY HORSE COMES ONTO THE GROUNDS  
REVOCABLE LICENSE TO USE NYRA FACILITIES FOR THE 2008 ST. CLEMENT'S SARATOGA HORSE SHOW  
AND RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT**

In consideration of receiving permission from licensor The New York Racing Association Inc. to enter upon, and use its stalls and other facilities at Saratoga Race Course, for purposes of appearing at the 2008 St. Clement's Saratoga Horse Show, the undersigned Licensee agrees, on behalf of himself/herself and as the agent for each of the owners listed on this Revocable License Release and Waiver of Liability and Indemnification Agreement (hereinafter "Revocable License Agreement"), as follows:

1. **Exclusive rights in The New York Racing Association Inc.:** (a) that The New York Racing Association Inc., its agents, trustees, officers and employees and servants (hereinafter collectively referred to as "NYRA") reserves to itself the exclusive right and sole discretion to enter, modify, alter or change the physical condition or use of any of its facilities, wherever located on its Premises; (b) that the permission granted herein to the undersigned Licensee to use NYRA's facilities does not constitute a lease of such facilities and NYRA maintains the sole interest in and exclusive control of the Premises and said facilities; and (c) that NYRA reserves to itself the exclusive right and sole discretion to reduce the number of stalls assigned and/or change the location of stalls assigned to Licensee.
2. **Revocation:** (a) that this License to enter onto the Premises and to use NYRA facilities is subject to revocation with or without cause and in the sole and exclusive discretion of NYRA.
3. **To Indemnify and Hold Harmless NYRA and its trustees, officers, agents, employees or servants** (or if for any reason indemnification is not available, to contribute to NYRA's losses), to the fullest extent permitted under the laws of the State of New York, from and against any and all claims, damages, liabilities, losses, costs or expenses, including reasonable attorneys' fees (should NYRA select its own counsel which it may do in its sole and exclusive discretion), to which NYRA may become subject to or liable for as a result of or arising out of directly or indirectly: any action or conduct of any of the horses listed on this Revocable License Agreement; from any acts, or failures to act by the undersigned Licensee, the owners or any of their agents or employees or servants while on the Premises or from the acts or failure to act of individuals invited by any of them onto the Premises or from any breach of contract by Licensee.
4. **To Release, Waive Against and Discharge NYRA,** to the fullest extent permitted under the laws of the State of New York, from any claims, losses, obligations, costs and expenses arising from or due to personal injuries or property damages of any kind or description to the person, property, or horses of the Undersigned or the owners listed herein while the Undersigned's and/or the Owners' horses are on the Premises. The undersigned Licensee agrees that all risks of loss, injury, damage or destruction to persons or property, such property including but not limited to the horses listed in this Revocable License Agreement or brought onto the Premises by or at the direction of the undersigned Licensee, his agents or employees or servants, whether or not listed in this Revocable License Agreement, arising from, due to, caused by, resulting from or in any way, directly or indirectly, related to any cause, including but not limited to accident, theft, fire or otherwise, whether or not caused by or contributed to by or related to any fault or negligence of NYRA, or the condition of the Premises, are assumed in full by the undersigned Licensee, except as to acts or conditions caused by the intentional, willful, gross or reckless conduct of NYRA.
5. **Scope of Revocable License Agreement:** That the indemnification, hold harmless, release and waiver and discharge provisions of this Revocable License Agreement are intended to be as broad and inclusive as permitted by the laws of the State of New York and any interpretation or construction of those terms and conditions shall be governed by the laws of the State of New York.
6. **Insurance:** That the provisions of paragraphs 3, 4 and 5 hereof shall not be deemed waived or affected in any way by the fact that NYRA does or does not presently, or may or may not in the future, carry insurance coverage against claims or losses caused by or resulting from damage or injury to property, persons and/or horses while using the stables, roads, or any other facilities or while on the Premises owned, operated or controlled by NYRA.

NO.	NAME OF HORSE	OWNER AND ALL OTHER INTERESTS	OWNER'S HOME ADDRESS
1			
2			
3			

On behalf of myself as owner, or on behalf of myself and as authorized agent on behalf of the owners listed hereto, each of whom I have provided with a copy of this revocable license agreement, I hereby certify that I have read and understand and agree to the foregoing terms and conditions and that I have voluntarily signed this Revocable License Agreement and that no oral representations, statements or inducements apart from this Revocable License Agreement have been made. I further certify that the information set forth on this Revocable License Agreement is true.

I understand and acknowledge that this Revocable License to use NYRA facilities and release and waiver of liability and indemnification agreement between NYRA and myself as owner, or on behalf of myself and as authorized agent on behalf of the owners listed hereto.

The undersigned hereby represents and warrants that he/she is duly authorized and empowered to enter into this Revocable License Agreement, for himself/herself as owner and/or for himself/herself as agent and on behalf of the owners listed on this agreement.

Print Name \_\_\_\_\_

Signature X \_\_\_\_\_ Date of Birth \_\_\_\_\_

I agree to indemnify and save harmless the St. Clement's Saratoga Horse Show, The Corporation of Yaddo, their directors, officers, members, parishioners, employees, and agents thereof from and against any and all loss, costs, or expenses or any claim thereof, of whatever nature arising or to arise, for and on account, or by reason of the entry or entries hereby made. I further agree that if any damage shall be occasioned or loss occur by fire or otherwise to the horses exhibited, or to any vehicle or article that I may send with such horses that I will make no claim therefore; and I further agree to St. Clement's Saratoga Horse Show harmless by me or the negligence of the persons in charge of such horses, and to repay this show, on demand, all damages it may sustain by reason of any claim or demand as aforesaid.

Signature X \_\_\_\_\_

Capacity or Status (e.g., owner, trainer, etc.) \_\_\_\_\_

Mailing Address \_\_\_\_\_

Home Telephone \_\_\_\_\_ Office Telephone \_\_\_\_\_  
(Area Code) Number (Area Code) Number