



Workers Compensation Policy Exception
RELEASE AND ASSUMPTION OF RISK WAIVER

The undersigned (on my own behalf and on behalf of my heirs, personal representatives, successors and assigns), for and in consideration of starting a horse at Colonial Downs, stabling a horse and/or pony and lodging on the grounds of Colonial Downs, driving a vehicle(s) on Colonial Downs property and any other activities to be undertaken at Colonial Downs’ facilities (hereinafter “**Activities**”) that will take place on the premises owned by Colonial Downs Group, LLC, hereby releases and holds harmless Colonial Downs Group, LLC d/b/a Colonial Downs, including its owners, affiliates and advisors, and their respective officers directors, employees and agents (hereinafter, each a “Released Party” and collectively the “Released Parties”), from any and all claims, demands, and causes of action of any kind whatsoever which I/we now have or later may have against the Released Parties in any way resulting from, arising out of, or in connection with the Activities and my participation in any said Activities whether or not such claims result from negligence on the part of any or all of the Released Parties with respect to the Activities or with respect to the conditions or procedures under which the Activities are conducted. This Release also encompasses liability for all bodily injury, death or property damage arising out of or related to my presence on or about the premises of where the Activities are or will be taking place.

I agree to indemnify, defend and hold harmless, the Released Parties from all suits, actions, claims, demands, expenses, liabilities, and/or costs of any kind, including, but not limited to attorney fees, settlements and/or judgments, to which the Released Parties may be subjected to by reason of injury, (including death), to any person(s) or destruction of property, in connection with, or growing out of, any act or omission of me, my agents, employees, or any person dealing with me in any way on the described premises in connection with the Activities. This provision shall not be construed to eliminate or in any way reduce any other indemnification or right which the Released Parties have by law or in any separate agreement with Colonial Downs. Notwithstanding the fact that any of my liability to the Released Parties may be covered by my insurance, I acknowledge and understand that my liability shall in no way be limited by the amount of the insurance recovery or coverage. I UNDERSTAND THAT THIS MEANS I AGREE NOT TO SUE ANY RELEASED PARTY FOR ANY INJURY RESULTING TO MYSELF (OR OTHERS) OR DAMAGE TO MY PROPERTY (OR THE PROPERTY OF ANY THIRD PARTY) ARISING FROM OR IN CONNECTION WITH THE ACTIVITIES.

I acknowledge and understand that I am not covered by Workers Compensation coverage or any other pertinent coverage of this type. I am participating in the Activities of my own free will and I expressly agree to assume the entire risk of any accidents or personal injury, including death, which I might sustain to my person and property as a result of the Activities.

This Release is intended by the parties to be fully severable. If any portion of this Release is held to be invalid or overly broad, the entire Release will not be invalidated; rather, the Release will be deemed modified so as to be applied to the fullest extent permitted by applicable law.

This Release shall be construed and governed under the laws of the Commonwealth of Virginia, and the parties hereby irrevocably agree to submit to the jurisdiction and venue of the Courts of New Kent County in the Commonwealth of Virginia to resolve any dispute arising hereunder.

By signing this Release, I certify that I have read and fully understand this Release and that I am not relying on any statements or representations made by the Released Parties.

THIS IS A RELEASE – READ BEFORE SIGNING

Signature: _____ Print Name: _____ Date: _____

Witness: _____ Print Name: _____ Date: _____