

RIGHT OF ENTRY AND HOLD HARMLESS AGREEMENT

THIS RIGHT-OF-ENTRY AND HOLD HARMLESS AGREEMENT (this “Agreement”) is made and entered into as of _____, 2023, by the undersigned entity (“Invitee”) listed below on the signature page of this Agreement, for the benefit of Bluegrass Drafts LLC, a Florida limited liability company (“Bluegrass Drafts”), Bluegrass Drafts Equine Rescue, Inc., a Kentucky corporation d/b/a BraveHearts Equine Center (“Bravehearts”), and For Hank’s Sake Inc., a Pennsylvania corporation and a Kentucky registered non-profit organization (“FHS”) (each individually and collectively, the “Owners”).

RECITALS.

- A. Bluegrass Drafts owns real property and improvements currently being operated as a horse farm located at 961 Russell Cave Road, Paris, Kentucky 40361 (the “Property”), and FHS assists in operations and is a tenant that uses the Property as a horse rescue farm;
- B. Owners often rely on the assistance of volunteers and interns, like Invitee, to keep up the operations of the horse farm on the Property;
- C. Invitee desires access and entry to the Property in order to assist the horse farm;
- D. Owners are willing to provide such access, but only on the condition that Invitee execute this Agreement to, among other things, acknowledge the inherent risks of the farm animal activities that occur on the Property in its use as a horse farm and to release and hold harmless Owners from any claims and liabilities arising from such entry.

AGREEMENT.

- 1. Right of Entry to Invitee.
 - a. Invitee is granted the non-exclusive right and permission to enter upon the Property for the limited purposes of working on and assisting Owners with the horse farm operations located at the Property (“Volunteer Work”).
 - b. The Volunteer Work shall be conducted only on such days and during such hours as shall be specified by Owners.
 - c. While conducting the Volunteer Work, all Invitees agree to follow all instructions of the Owners or any on-site representative or agent of Owners while on the Property.
- 2. Inherent Risks of Farm Animal Activities.
 - a. Inherent risks of farm animal activities means those dangers or conditions that are an integral part of an farm animal activities, including, but not limited to, (i) the propensity of a farm animal to behave in ways that may result in injury, harm, or death to persons around them; (ii) the unpredictability of the reaction of a farm animal to sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such

as surface or subsurface conditions; (iv) collisions with other farm animals or objects; and (v) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over a farm animal or not acting within his or her ability.

- b. Invitee understands and acknowledges that the Property is being operated as a horse farm, and like other such farm animal activities, contains these inherent risks.
 - c. **Invitee is entering the Property with full knowledge of such hazards, and at their own risk.**
3. Release and Hold Harmless.
- a. Invitee, on behalf of itself, hereby waives and releases and forever discharges the Owners, and their respective owners, members, shareholders, officers, directors, manager(s), employees, agents, affiliates, personal representatives, successors, and assigns (collectively, "Released Parties") from any and all claims, liabilities, suits and causes of action of any nature whatsoever, now known or hereafter arising, which Invitee has or may have on account of bodily injury, death, or property damage suffered, incurred or arising out of or attributable to their participation in the Inspection and/or the condition of the Property (collectively, "Claims").
 - b. Invitee covenants not to make or bring any such Claim against the Owners or any other Released Party, and forever release and discharge the Owners and all other Released Parties from liability under such Claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Kentucky law does not permit to be released by agreement.
4. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
5. Successors and Assigns. This Agreement is binding on and shall inure to the benefit of the Owners and Invitee and their respective personal representatives, successors and assigns.
6. Choice of Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Kentucky or any other jurisdiction).

[Signature Page Follows]

WARNING

UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OF PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES. KRS 247.4027

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS. I INTEND MY SIGNATURE TO BE THE REQUIRED EVIDENCE OF MY ASSENT TO COMPLETELY AND UNCONDITIONALLY RELEASE ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signed on _____, 2023.

INVITEE:

By: _____

Print Name: _____

Title: _____

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