





**Waiver/Indemnification.** 6XJDU&HHN shall not be liable for any damages to the Mare arising out of or from the keeping or breeding of the Mare or that may occur from any cause whatsoever in connection therewith including but not limited to loss by fire, theft, running away, death, or injury during or after the term of this Agreement, whether the Mare is on Sugar Creek property or not. Mare Owner shall be solely responsible for all acts and behavior of the Mare at anytime during the term of this Agreement and in no case shall Sugar Creek, its owners, management, agents, and/or employees be held liable. Owner shall indemnify Sugar Creek, its owners, agents, management, and employees for all damages sustained or suffered by reason of the breeding or keeping of the Mare and for any claims arising out of the breeding act or keeping of the Mare. **WARNING:** Under Tennessee law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of the equine activities.

**14. Miscellaneous.** It is further agreed: (a) this Agreement constitutes the entire agreement between both parties hereto and there are no binding agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein; (b) this Agreement cannot be amended except in a writing executed by all parties hereto; (c) this Agreement may not be assigned or transferred in any manner, absent the express written permission of Sugar Creek; (d) this Agreement shall be governed by the laws of the State of Tennessee and shall be binding upon the heirs, personal representatives, successors, agents and permitted assigns of the parties; (e) all actions concerning this Agreement shall be instituted in the Bedford County Circuit or Superior Courts, Shelbyville, Tennessee, or in the United States District Court for the Middle District of Tennessee, Nashville Division and Mare Owner irrevocably and unconditionally submits to the personal jurisdiction of said courts; (f) Mare Owner acknowledges that failure of Sugar Creek to require performance of any provision of this Agreement shall not affect Sugar Creek right to later require performance, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself; (g) the person executing this Agreement on behalf of the Mare Owner is fully authorized to execute this Agreement on behalf of Mare Owner; (h) should it be necessary for 6XJDU&HHN to employ an attorney to enforce any of the terms of this Agreement, including collection of money owed, Mare Owner shall pay all attorney fees, paralegal fees, accountant fees and any other costs or expenses incurred by 6XJDU &HHN; and (i) Mare Owner acknowledges that 6XJDU&HHN acts solely as agent for the owner of the Stallion, and 6XJDU&HHN will be bound by the terms of this Agreement only for so long as 6XJDU&HHN is designated as the agent for the Stallion.

0DUH&U

6LJQWXUH \_\_\_\_\_ DWH \_\_\_\_\_

3ULQHG1DPH \_\_\_\_\_ B \_\_\_\_\_

\$GUHV \_\_\_\_\_

&W \_\_\_\_\_ 6WDWH \_\_\_\_\_ L&GH \_\_\_\_\_

3RQ3ULPDU\ \_\_\_\_\_ 3RQ6HFRQDU\ \_\_\_\_\_

3DPHQ%\ \_\_\_\_\_ &FN \_\_\_\_\_ &K \_\_\_\_\_ \$HULFD\$UHV \_\_\_\_\_ 9LD \_\_\_\_\_ 0DWHU&UG \_\_\_\_\_ LFRYHU&UG

&HGLW&UG1XPEHU \_\_\_\_\_ (SLUDWLQDWH \_\_\_\_\_

\$WRULDWLRL&GHODWV&H&PEHURPEDFNRFDUG \_\_\_\_\_

&UGROGHU&LJQWX&H \_\_\_\_\_

&HGMFDUGF&UJH&Z&F&UJHGDMUYLFHIRH RIWRWDOFUHGLW&SLU&H FLHQIXQ&HRI ZO&HF&UJHG  
RQOOUHWXU&GF&FN

6XJDU&HHNWK6WDOOL&R&ULHG&H

%\ \_\_\_\_\_