

MEDIA RELEASE, INDEMNIFICATION AND INSURANCE AGREEMENT

In consideration of the admission of _____ (insert full legal name of individual or of media organization, i.e., radio plus call letters, or newspaper or other media) to the grounds of Pimlico Race Course, Baltimore, Maryland, (the "Facility") for the purpose of radio broadcasting, television coverage, filming, videotaping and still photography, etc., solely for media coverage occurring at the Facility during but not limited to on Preakness® and Black Eyed Susan days (the "Events"), the Undersigned hereby agrees as follows:

1. Undersigned releases, discharges and waives against The Maryland Jockey Club, as hereinafter defined ("MJC"), any and all claims for losses, injuries, 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. The personal property of Undersigned subject to this Agreement includes 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 states that 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 other 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 MJC.
2. Undersigned agrees to protect, indemnify and hold harmless MJC and assumes liability for defending MJC (the cost of such defense as well as other damages), or if indemnification is not available, to contribute to MJC's losses, from and against any loss, damage, claims or expenses (including reasonable attorneys' and other fees) 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 any statement, information or image included in the broadcast and/or telecast of the Events.
3. The foregoing provisions shall be construed to be as broad and inclusive as permitted by the laws of the State of Maryland and shall be binding on Undersigned and its contractors and successors and assignees. The maintenance by MJC of insurance relating to the claims waived, released and/or indemnified hereby shall not affect the terms or interpretation of this Agreement. 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.
4. As used in this Agreement, "The Maryland Jockey Club" and "MJC" shall mean and include The Maryland Jockey Club of Baltimore City, Inc. and its respective owners, officers, directors, agents, employees, contractors, servants and licensees.
5. Undersigned shall, prior to its admission to the Facility deliver to The Maryland Jockey Club, Communications Department, Pimlico Race Course, Baltimore, MD 21215, certificates evidencing the maintenance of the following insurance coverage adding MJC as an Additional Insured and such certificate shall contain a 30-day prior written notice of cancellation clause to MJC:
 - a. Commercial General Liability Insurance to include Broad Form Contractual and Combined Single Limit of not less than \$1,000,000 per occurrence.
 - b. Commercial Automobile Liability Insurance for all vehicles owned, leased or hired by Undersigned in connection with the Events in the amount of not less than \$1,000,000 per occurrence.
 - c. Workers' Compensation Insurance and Employer Liability for all employed personnel in accordance with statutory requirements.
 - d. Umbrella or Excess Liability Insurance in the amount of not less than \$5,000,000 per occurrence.
6. The undersigned acknowledge 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 _____ 2016.

UNDERSIGNED

By: _____

Title: _____