

## **KEENELAND TOUR TICKETING AND ADMISSIONS POLICY**

By purchasing ticket(s) to attend a tour held at and/or by Keeneland Association, Inc. or any of its affiliates (collectively, "Keeneland"), you acknowledge and agree to be bound by the terms and conditions set forth in this Ticketing and Admissions Policy (the "Policy").

Your purchase of a ticket is a limited, revocable license, subject to revocation for any reason at the sole and absolute discretion of Keeneland. Ticket holders accept the same subject to the right of Keeneland to revoke the revocable license, without compensation, and deny admission or expel from the premises any person who, in the sole discretion of Keeneland, violates the terms of this Policy, any rules or policies put in place for the event, and/or any applicable local, state or federal law or ordinance, in whole or in part, or whose conduct is deemed by Keeneland as a risk to the health and safety of others, or whose presence is deemed objectionable. Such expulsion forfeits any ticket or price and the holder thereof waives all claims against Keeneland for reason of same.

Keeneland reserves the right to search all persons, bags, boxes and/or other containers and to refuse admission or to eject any person refusing such procedures or where such search produces contents or items deemed unlawful, dangerous, obnoxious or prohibited by Keeneland. Patrons may not bring liquor, bottles, balloons, weapons or items which Keeneland deems unlawful, dangerous, or obnoxious onto the premises.

You agree to not resell ticket(s), bulk-purchase tickets for re-sale, or offer ticket(s) for re-sale at a premium in excess of the amount shown on the ticket(s). Reselling any ticket(s) at a premium in excess of the amount shown on the ticket(s) or allowed by any local, state or federal law or regulation renders the ticket(s) null and void and will not be honored by Keeneland. Keeneland reserves the right, at its sole and absolute discretion, to cancel ticket purchases, including without limitation, voiding online transactions and refunding amounts paid by persons or entities known to Keeneland to be in the business of reselling tickets at a premium over face value through an unauthorized source.

Ticket(s) obtained from any source other than official authorized online websites ([tickets.keeneland.com/tour-tickets](https://tickets.keeneland.com/tour-tickets) or [visithorsecountry.com/keeneland](https://visithorsecountry.com/keeneland)) may be lost, stolen, duplicate, counterfeit or otherwise in violation of Keeneland's Policy. In such cases, the ticket(s) shall be void and violators will be barred from use of the venue and any services at Keeneland. Keeneland is not responsible for tickets that are lost, stolen, duplicated, counterfeit, forgotten, destroyed, or obtained from sources other than the authorized sources listed above. Keeneland encourages you to protect yourself and always purchase tickets through the authorized sources listed above. Keeneland cannot guarantee the validity of tickets purchased elsewhere, and therefore, admittance is not guaranteed. The sale of tickets on Keeneland property (including parking lots and entrance roads) is also strictly prohibited. Violators will be considered trespassers and be asked to leave grounds immediately.

Admission to the premises constitutes your agreement to be photographed, filmed, videotaped or otherwise recorded in connection with any tour at Keeneland and your agreement that your likeness and voice may be broadcast, distributed, or displayed in connection with any promotion created from such tours without any compensation being paid to you. The taking of photographs and the

making of drawings or paintings on Keeneland property are permitted for personal reasons only. All commercial uses are prohibited without Keeneland's express written consent.

Keeneland has put in place preventative measures to maintain the safety and health of all event attendees, including, without limitation, procedures to reduce the spread of COVID-19 and other infectious diseases; however, Keeneland cannot guarantee that ticket holder or any minor accompanying holder will not become infected with COVID-19 or any other infectious disease. Ticket holder agrees to follow health and safety protocols and understands that the risk of becoming exposed to or infected by COVID-19 or any other infectious disease at Keeneland may result from the actions, omissions, or negligence of ticket holder and others, including, but not limited to, Keeneland and its employees, independent contractors, agents, and other attendees and participants. In addition, you are warned and acknowledge that by attending the tour and/or using any corresponding amenity, you may be engaging in activities that involve risks of personal injury and illness (including death) and property damage. These risks include, but are not limited to, risks of personal injury or illness (including death) and property damage incidental to the tour, occurring prior to, during, or subsequent to the event, specifically including, but not limited to, the danger of being injured by horses, falling objects, and other tour patrons, as well as the danger of being exposed to or infected by COVID-19 or any other infectious disease, whether due to the actions, inactions or negligence of Keeneland, tour participants, volunteers, guests, or other third parties or otherwise (collectively, the "Risks").

Ticket holder further understands and agrees that by purchasing or using a Keeneland ticket, he or she is participating in (a) an agritourism activity conducted at an agritourism location and (b) a farm activity. **WARNING:** Under Kentucky law, there is no liability for injury to or death of a participant in an agritourism activity conducted at an agritourism location if the injury or death results exclusively from the inherent risks of the agritourism activity and in the absence of negligence. KRS 247.8091. **TICKET HOLDER IS HEREBY WARNED THAT HOLDER IS ASSUMING THE RISK OF PARTICIPATING IN THIS AGRITOURISM ACTIVITY.** **WARNING:** In addition, 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. KRS 247.4027. **TICKET HOLDER RECOGNIZES THESE INHERENT RISKS ASSOCIATED WITH AGRITOURISM AND FARM ACTIVITIES, AND HEREBY VOLUNTARILY ASSUMES ALL SUCH RISKS AND EXPRESSLY WAIVES ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH SUCH ACTIVITIES.**

Any element of your purchase may be canceled, postponed, delayed, altered, or rescheduled at any time with or without notice in Keeneland's sole discretion if the event is prevented from occurring or omitted because of an act of God, pandemic (including COVID-19), infectious disease outbreak, unavoidable accident, fire, loss of power, lock-out, strike or other labor dispute, order or act of government, riot, war or act of terrorism, inclement weather, or any other similar or dissimilar cause beyond the control of Keeneland (each a "Force Majeure Event"). Keeneland shall not be liable to you or any other party because of a failure to perform in part or in full caused by a Force Majeure Event.

Notwithstanding the foregoing, in the event that a Force Majeure Event causes Keeneland to cancel a tour, and it is not rescheduled, in Keeneland's sole discretion, you shall be refunded the amount actually paid for the purchase by the purchase method used for the purchase, provided that no amount of the service charge or various processing, handling, and shipping fees will be refunded. Persons who do not purchase directly through the official selling channels of Keeneland will not be refunded by Keeneland for any amounts under any circumstances. In all other cases, refunds will only be provided only upon 48 hours' advance notice to Keeneland.

IN CONSIDERATION FOR KEENELAND PERMITTING HOLDER TO BE A PATRON AND UTILIZE ITS FACILITIES AND WITH FULL KNOWLEDGE AND COMPLETE ASSUMPTION OF ALL OF THE RISKS, TICKET HOLDER, FOR ITSELF AND ON BEHALF OF ITS GUESTS AND INVITEES (INCLUDING MINORS ACCOMPANYING TICKET HOLDER OR ITS GUESTS AND INVITEES) (COLLECTIVELY, THE "RELEASING PARTIES"), HEREBY (1) VOLUNTARILY AND EXPRESSLY ASSUMES ALL RISKS AND (2) IRREVOCABLY AND FULLY RELEASES AND AGREES TO HOLD KEENELAND ASSOCIATION, INC., ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASED PARTIES") HARMLESS FROM, AND WAIVES ON BEHALF OF THE RELEASING PARTIES, THEIR HEIRS AND ANY PERSONAL REPRESENTATIVES ANY AND ALL CAUSES OF ACTION, CLAIMS DEMANDS, DAMAGES, COSTS, EXPENSES, AND COMPENSATION FOR DAMAGE OR LOSS TO THEMSELVES (INCLUDING DEATH) THAT MAY BE CAUSED BY ANY ACT, OR FAILURE TO ACT OF THE RELEASED PARTIES, OR THAT MAY OTHERWISE ARISE IN ANY WAY IN CONNECTION WITH PREPARATION FOR, TRAVEL FOR, ATTENDANCE AT, AND PARTICIPATION IN THE EVENT OR RELATED IN ANY WAY TO THE RISKS.

Keeneland reserves the right to amend this Policy, and any other policies included in the Policy or incorporated by reference, at any time without prior notice to the public, at its sole discretion.