



## EMPIRE RACING CLUB 2020 MEMBERSHIP AGREEMENT

I WOULD LIKE TO BECOME A MEMBER OF EMPIRE RACING CLUB, INC. (THE "CLUB"). AS A MEMBER, I UNDERSTAND, REPRESENT AND AGREE AS FOLLOWS:

- 1. Purpose.** I understand that the purpose of the Club is to provide an educational experience of Thoroughbred horse ownership through participation in a not-for-profit social club organized for pleasure, recreational and other non-profitable purposes.
- 2. Club Activities.** I understand that: (a) the Club will initially own one race horse with plans to race at the New York Racing Association ("NYRA") racetracks in New York; (b) up to 200 memberships in the Club will be sold in 2020 at \$500 each and the funds raised from these membership dues will be used to pay the lease/purchase price for the horse, as well as for training fees and other expenses; (c) membership dues will be deposited into a horsemen's account and expenses will be paid from this account; (d) the Club trainers will represent the Club's interest as the Club's manager of the horse; (e) I will receive communications through social media and emails about the horse's activities; (f) the Club may, upon the trainer's recommendation and provided sufficient funds are available, and upon the approval of the directors of the Club, purchase additional horses; (g) the Club will operate until December 31, 2020, unless it becomes prudent to cease operations at an earlier date or the directors of the Club decide to continue to race the horse based on its performance; (h) day-to-day decisions regarding the horse will rest with the trainer; (i) a minimum of \$10,000 from excess funds will be reserved to provide for the horse's aftercare, if necessary; if aftercare funding is not necessary, those funds will be donated to New York's TAKE THE LEAD Thoroughbred Retirement Program; (j) the decision about the disbursement of any additional excess funds, and any funds remaining from membership dues, will be determined by the directors of the Club; and (k) to the extent that Club activities take place at a NYRA racetrack, I agree to be bound by and abide by NYRA's rules and regulations.
- 3. No pecuniary profit.** I understand that the Club is organized as a not-for-profit social club, and I am not joining the Club with any profit motive or expectation of profit. I understand that I may not be reimbursed any of my \$500 membership dues and agree that the maximum I may receive at the end of 2020 is \$500.
- 4. Minimum Enrollment.** The goal of the Empire Racing Club is to sell 200 memberships, with a MINIMUM of 120 memberships required to launch the club for the 2020 season. In the event that the minimum enrollment of 100 members is not reached, all dues will be refunded.

**5. Release.** I recognize that hazards and risks are inherent in owning, training and racing Thoroughbred racehorses and related activities. I hereby acknowledge voluntary participation in the Club and, by my signature below, hereby release and forever discharge the Club, its affiliates and all directors, officers and agents of the foregoing from any and all liability of whatever kind arising from my participation in the Club; further, I waive all claims of all kinds against all and any of the foregoing arising from participation in the Club. This release shall be binding upon me, my immediate family members (including without limitation, my spouse and any children as applicable) and my heirs, successors and assigns. I also understand and agree that this release contemplates the release and discharge of any and all other claims that may exist or arise in the future as a result of any aforementioned occurrence and any injuries, illness, loss (including death) or damages to persons or property (including loss of use of property) allegedly sustained thereby by me.

**6. Only Agreement.** I agree this is the only agreement or understanding that applies to my interest in the Club.