

HORSEMEN'S WORKERS' COMPENSATION INSURANCE TRUST

Indemnity Agreement

In return for the payment of any premiums, and subject to all the terms of this Indemnity Agreement, the Application To Participate In The Horsemen's Workers' Compensation Insurance Trust (the "Application"), and that certain Act of Donation In Trust by the Louisiana Horsemen's Benevolent and Protective Association 1993, Inc. to Tom Abbott, Bobby Dupre, and Don Stemmans, as Trustees of the Horsemen's Workers' Compensation Insurance Trust, dated July 13, 2011, and any amendments thereto which may hereafter be adopted (as the same may be amended, the "Trust Agreement"), the Horsemen's Workers' Compensation Insurance Trust ("the Trust") does hereby agree with the employer named on the Application (which is sometimes referred to herein as "you") as follows:

I. GENERAL PROVISIONS

A. The Agreement

The Agreement between you and the Trust includes, at its effective date, this Indemnity Agreement, the Application, the Trust Agreement, the Workers' Compensation Certificate of Insurance, and all endorsements and schedules listed therein, and the Acceptance/Rejection of Coverage for sole proprietors, partners and executive officers. It is a contract of indemnity between you and the Trust (which is sometimes referred to herein as "we" or "us"). The terms of the Agreement may not be changed or waived except in writing or by written endorsement issued by the Trust, both of which shall be considered part of the Agreement. This Indemnity Agreement supersedes and replaces any and all prior indemnity agreements issued by the Trust.

B. Who Is A Covered Person

The covered person is the employer named on the Application, or any other person added by endorsement. If the employer named on the Application is a partnership or a limited liability partnership, each partner is also a covered person, but only in such partner's capacity as an employer of the partnership's employees, while such partner is acting on behalf of the partnership. If the employer named on the Application is a limited liability company, each member of the limited liability company is also a covered person, but only in such member's capacity as an employer of the limited liability company's employees, while such member is acting on behalf of the limited liability company. If the employer named on the Application is a corporation, the bona fide president, vice-president, secretary or treasurer of the corporation is also a covered person, but only in such corporate officer's capacity as an employer of the corporation's employees, while such corporate officer is acting on behalf of the corporation.

C. Workers' Compensation Law

Workers' Compensation Law means the workers' compensation laws of the State of Louisiana. It includes any amendments to that law which are in effect during the period of the Agreement. It does not include the provision of any law that provides non-occupational disability benefits.

D. State

State means the State of Louisiana.

E. Locations

The Indemnity Protection under the Agreement covers only your Louisiana operations. It covers all of your workplaces listed in the Certificate of Insurance, unless you have insurance or are otherwise self-insured for any of such workplaces. If you are engaged in activities on a farm in Louisiana that involve a stallion, broodmare, nurse mare, teaser, foal, weanling, or yearling up until July 1 of the yearling year, your farm is a covered workplace and such activities are covered only if you applied for and received Farm coverage. Any activity involving a stallion, broodmare, nurse mare, teaser, foal, weanling, or yearling up until July 1 of the yearling year is excluded from all training coverages. In the event you have insurance or are otherwise self-insured for any particular workplace, the extent of indemnity protection afforded by the Agreement shall be determined by the provisions of Part II - Statutory Workers' Compensation Indemnity Protection (Part A), Paragraph E - Other Insurance or Self-Insurance Available; or Part III - Employer's Liability Indemnity Protection (Part B), Paragraph F - Other Insurance or Self-Insurance Available, whichever is applicable.

F. Effective Date of Indemnity Protection

The Indemnity Protection afforded you under the Agreement is effective on the date shown in the section of the Application reserved for completion by the Trust. No Indemnity Protection is afforded under the Agreement unless and until the duly authorized representative of the Trust has fully completed and executed the section of the Application reserved for completion by the Trust.

G. Service Agent

The Trust has the right to employ or contract with a service company for the performance of such services as deemed necessary or advisable to accomplish the purposes of the Trust on such terms as are agreed by the Board of Trustees of the Trust, and including, but not necessarily limited to, claims administration, claims adjustment, loss prevention, and safety and health engineering services. Such service company has the authority to act on behalf of the Trust to enforce all of your rights and obligations under the Agreement. You do hereby appoint such service company to act on your behalf to execute all contracts, reports, waivers, and agreements necessary in the adjustment, payment and release of claims, lawsuits, or other demands made against you arising out of your workers' compensation or employer's liability covered by the Agreement.

**II. STATUTORY WORKERS' COMPENSATION
INDEMNITY PROTECTION (PART A)**

A. How This Protection Applies

This Workers' Compensation Indemnity Protection applies to bodily injury by accident, or bodily injury by occupational disease. Bodily injury includes resulting death. In order to be covered:

1. Bodily injury by accident must occur during the period of coverage shown in the Workers' Compensation Certificate of Insurance.
2. Bodily injury by occupational disease must be caused or aggravated by the conditions of employment, and the employee's last day of last exposure to the conditions causing or aggravating such bodily injury by occupational disease must occur during the period of coverage shown in the Workers' Compensation Certificate of Insurance.

B. What We Will Pay

The Trust will pay promptly when due any benefits which you are required by the Workers' Compensation Law of the State of Louisiana to pay to any employee. However, in no event shall the Trust be required to pay or reimburse you for any penalties or attorney's fees which are assessed against you because of any arbitrary or capricious acts or omissions by you, or any other covered person, which occur prior to the time that the Trust is notified, in writing, of any claim arising under the Workers' Compensation Law of the State of Louisiana.

C. We Will Defend

The Trust has the right and duty to defend, at its expense, any claim, proceeding or suit against you or any other covered person described in Paragraph B of Section I—General Provisions, for benefits payable to an employee under the Workers' Compensation Law of the State of Louisiana. The Trust may, but is not obligated to, also defend any co-employee, or anyone for whom you are legally responsible, whose acts or omissions may have caused or contributed to the bodily injury suffered.

The Trust has the right to investigate any claims, proceedings or suits, and the Trust has the right to settle or compromise any claims at its sole discretion.

The Trust has no duty to defend a claim, proceeding or suit for damages which is not covered by the Agreement or by the Workers' Compensation Law of the State of Louisiana. The Trust may, at its sole option, defend any non-covered claim; however, in no event shall the Trust's actions in defending a non-covered claim be considered as a waiver of its right to deny Indemnity Protection to you or any other covered person for any non-covered claim. In the event the Trust undertakes the defense of you or any other covered person for a non-covered claim, the Trust reserves the right to withdraw its defense at any time.

The Trust has no duty to defend you or any other covered person, or pay the expenses of a defense, unless and until you or any other covered person has notified the Trust in writing that a lawsuit has been filed, provided the Trust with a copy of any such lawsuit, and completed and returned any claim forms which the Trust may request.

D. We Will Also Pay

The Trust will also pay the following costs, in addition to other amounts payable under the Agreement, as part of any claim, proceeding or suit the Trust defends:

1. Reasonable out-of-pocket expenses you incurred at the Trust's request, exclusive of loss of earnings or profits;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under the Agreement;
3. Litigation costs taxed against you in a judgment;
4. Interest on any judgment rendered against you as required by law until the Trust offers the amount due under the Agreement; and
5. Any expenses the Trust incurs.

E. Other Insurance or Self-Insurance Available

If you, any other covered person or any person for whom you are legally responsible are covered by a workers' compensation insurance policy, or by some other workers' compensation self-insurance or indemnity protection agreement, the benefits afforded by the Trust under the Agreement shall be excess over any other valid and collectible insurance, self-insurance or indemnity protection. In the event a court of competent jurisdiction interpreting the Agreement determines that the Indemnity Protection afforded by the Agreement is primary, and if there is other insurance, self-insurance or indemnity protection afforded which is also primary, then the Trust will not pay more than its equal share of benefits afforded under the Agreement; that is, the Trust will contribute amounts equal to the amounts contributed by any such other insurer, self-insurer, or indemnitor.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the Workers' Compensation Law of the State of Louisiana, including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the Louisiana Workers' Compensation Law.

You are also responsible to make any payments for penalties or attorney's fees which are assessed against you, or any other covered person, because of any arbitrary or capricious acts or omissions by you, or any other covered person, which occur prior to the time that the Trust is notified, in writing, of any claim arising under the Workers' Compensation Law of the State of Louisiana.

G. Recovery From Others

The Trust has your rights, and the rights of other covered persons, and of persons entitled to the benefits of the Agreement, to recover any payments the Trust makes from anyone liable for the injury. The Trust shall be subrogated to all of the rights you or any covered person have against any person or other entity legally responsible for the damages sustained by an employee, to the extent of any payments made by the Trust for such damages on your behalf. You must do everything necessary to protect those rights for the Trust and to help the Trust enforce them, and your failure to do so shall result in the forfeiture of the indemnity protection afforded you, or any other covered person, by the Agreement.

III. EMPLOYER'S LIABILITY INDEMNITY PROTECTION (PART B)

A. How This Protection Applies

This Employer's Liability Indemnity Protection (Part B) applies to bodily injury by accident or bodily injury by disease, not otherwise covered under the Statutory Workers' Compensation Indemnity Protection (Part A). Bodily injury includes death. Indemnity Protection for Employer's Liability is subject to the following conditions:

1. The bodily injury must arise out of and in the course of the injured employee's employment by you, or any other covered person;

2. The employment must be necessary or incidental to your work in the State of Louisiana;
3. The accident causing bodily injury by accident must occur during the period of coverage shown in the Workers' Compensation Certificate of Insurance;
4. Bodily injury by disease must be caused or aggravated by the conditions of employment, and the employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the period of coverage shown in the Workers' Compensation Certificate of Insurance;
5. If you are sued, the original suit and any related actions for damages for bodily injury by accident or by disease must be filed in a court within the United States of America.

B. We Will Pay

The Trust will pay all sums you, or any other covered person, must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employer's Liability Indemnity Protection (Part B).

The damages the Trust will pay, subject to the Trust's limit of liability as outlined in Section III, G of this Indemnity Agreement, where recovery is permitted by applicable law, also include those damages:

1. For care of and loss of services;
2. For consequential loss of consortium, service and society sustained by the employee's spouse and child or children; or, in the event the employee has no spouse or children, for the consequential loss of consortium, service and society sustained by the employee's father and mother, or either of them; or, in the event the employee has no spouse or children, or mother and father, the consequential loss of consortium, service and society sustained by the employee's brothers or sisters, or any of them;

provided, however, the damages so sustained in section (1) and (2) above must be the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and

3. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you, or any covered person, in a capacity other than as employer.

C. Exclusions

This Employers Liability Indemnity Protection (Part B) does not cover you, or any covered person for:

1. Any liability assumed under a contract;
2. Any punitive or exemplary damages;
3. Bodily injury to an employee while employed in violation of law, with your actual knowledge or the actual knowledge of any other covered person;

4. Any obligation imposed upon you, or any other covered person, by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury to an employee resulting from any act or omission by you, any other covered person, or any person for whom you are legally responsible, which a reasonable person would expect to cause any bodily injury. This exclusion applies even if the bodily injury which actually results is of a different kind or degree than would be expected, or is sustained by a different person than expected;
6. Bodily injury to an employee which results from assault, battery, homicide, conversion, intentional infliction of emotional distress, libel, slander, defamation, invasion of privacy, malicious prosecution, false imprisonment, rape, sexual assault, or any criminal activity;
7. Bodily injury to an employee resulting from an act or omission committed by you, any other covered person, or any person for whom you are legally responsible, while insane or while lacking the mental capacity to control his or her conduct, or while unable to form an intent to cause bodily injury, provided: a reasonable person would expect some bodily injury to result from the act or omission;
8. Bodily injury arising out of an accident occurring outside the United States of America. This exclusion does not apply to bodily injury to a citizen or legal resident of the United States of America or Canada who is temporarily outside these countries;
9. Bodily injury by disease as a result of exposure to a condition causing or aggravating such bodily injury by disease which occurs outside the United States of America. This exclusion does not apply to bodily injury to a citizen or legal resident of the United States of America who is temporarily outside the United States;
10. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901-950), the Nonappropriated Trust Instrumentalities Act (5 U.S.C. Sections 8171-8173), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331-1356); the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 U.S.C. Sections 901-942), the Federal Employers' Liability Act (45 U.S.C. Sections 51-60), the Americans with Disabilities Act, the Jones Act, General Maritime Law, or any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel;
11. Any and all damages arising out of coercion; criticism; demotion; evaluation; reassignment; discipline; defamation; harassment; humiliation; discrimination against or termination of any employee, or any personnel activities, policies, acts or omissions; sexual harassment; racial discrimination; hostile work environment;

sexual discrimination; or employment discrimination; whether caused by you, by any other covered person, or by any person for whom you are legally responsible;

13. Any and all fines or penalties imposed for violation of any federal or state law;
14. Any and all damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801-1872) and/or under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

The Trust has the right and duty to defend, at its expense, any claim, proceeding or suit against you or any other covered person described in Paragraph B of Section I—General Provisions, for damages payable under this Employer's Liability Indemnity Protection (Part B). The Trust may, but is not obligated to, also defend any co-employee, or anyone for whom you are legally responsible, whose acts or omissions may have caused or contributed to the bodily injury suffered.

The Trust has the right to investigate any claims, proceedings or suits, and the Trust has the right to settle or compromise any claims at its sole discretion.

The Trust has no duty to defend a claim, proceeding or suit for damages which is not covered by this Employer's Liability Indemnity Protection (Part B). The Trust may, at its sole option, defend any non-covered claim; however, in no event shall the Trust's actions in defending a non-covered claim be considered as a waiver of its right to deny Indemnity Protection to you or any covered person for any non-covered claim. In the event the Trust undertakes the defense of you or any covered person for a non-covered claim, the Trust reserves the right to withdraw its defense at any time.

The Trust has no duty to defend you or any other covered person described in Paragraph B of Section I—General Provisions, or pay the expenses of a defense, unless and until: (1) you or any other covered person have notified the Trust in writing that a lawsuit has been filed; (2) provided the Trust with a copy of any such lawsuit; and (3) completed and returned to the Trust any claim forms which the Trust may request.

The Trust has no duty to defend or continue defending any covered person after the Trust has paid its applicable limit of liability, whether such payment results from settlement or otherwise, notwithstanding whether the Trust obtains a release of you or any covered person.

E. We Will Also Pay

The Trust will also pay the following costs, in addition to other amounts payable under the Agreement, as part of any claim, proceeding or suit the Trust defends:

1. Reasonable out-of-pocket expenses you incurred at the Trust's request, exclusive of loss of earnings or profits;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under the Agreement;
3. Litigation costs taxed against you in a judgment;
4. Interest on any judgment rendered against you as required by law until the Trust

offers the amount due under the Agreement; and

5. Any expenses the Trust incurs.

F. Other Insurance or Self-Insurance Available

If you, any other covered person or any person for whom you are legally responsible are covered by an employer's insurance policy, or by some other employer's liability self-insurance or indemnity protection agreement, the benefits afforded by the Trust under the Agreement shall be excess over any other valid and collectible insurance, self-insurance or indemnity protection. In the event a court of competent jurisdiction interpreting the Agreement determines that the Indemnity Protection afforded by the Agreement is primary, and if there is other insurance, self-insurance or indemnity protection afforded which is also primary, then the Trust will not pay more than its equal share of benefits afforded under the Agreement, that is, the Trust will contribute amounts equal to the amounts contributed by any such other insurer, self-insurer, or indemnitor, until the Trust has paid its applicable limit of liability. If such other insurance, self-insurance or indemnity agreement does not permit contribution by equal shares, the Trust's share shall be based on the ratio that its applicable limit of liability has to the total applicable limits of liability available from all sources.

G. Limit of Liability

The Trust's liability to pay for damages is limited. Unless modified by endorsement issued by the Trust, the Trust's limit of liability for "bodily injury by accident - each accident" is \$1,000,000. The Trust's liability for "bodily injury by disease - coverage period limit" is \$1,000,000, and the Trust's limit of liability for "bodily injury by disease - each employee" is \$1,000,000. These limits of liability apply as explained below:

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident — each accident" is the most we will pay for all damages covered by the Agreement because of bodily injury to one or more employees in any one accident, regardless of the number of employees who sustained damages. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease - coverage period limit" is the most the Trust will pay for all damages covered by the Agreement during the effective date of the Agreement as shown in the Workers' Compensation Certificate of Insurance, arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease — each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee, and includes within this limit, any consequential loss of consortium, service and society damages sustained by others as described in Section III - B(2). Bodily injury by disease does not include disease that results directly from bodily injury by accident.
3. The Trust will not pay any claims for damages after it has paid the applicable limit of its liability under this Part. The fact that there may be more than one employer named on the Application, or the fact that there may be more than one covered person who enjoys indemnity protection under the Agreement shall not operate to increase the Trust's limit of liability.

H. Recovery From Others

The Trust has your rights, and the rights of other covered persons, and of persons entitled to the benefits of the Agreement, to recover any payments the Trust makes from anyone liable for the injury. The Trust shall be subrogated to all of the rights you or any covered person have against any person or other entity legally responsible for the damages sustained by an employee, to the extent of any payments made by the Trust for such damages on your behalf. You must do everything necessary to protect those rights for the Trust and to help the Trust enforce them, and your failure to do so shall result in the forfeiture of the indemnity protection afforded you, or any other covered person, by the Agreement.

I. Actions Against Us

There will be no right of action against the Trust under the Agreement unless:

1. You have complied with all the terms of the Agreement; and
2. The amount you or any covered person owes has been determined with the Trust's consent or by actual trial and final judgment.

IV. YOUR DUTIES IF INJURY OCCURS

You or any covered person must notify the Trust, in writing, immediately if an injury occurs that may be covered by the Agreement. Your other duties are:

1. To provide for immediate medical and/or other services required by the Louisiana Workers' Compensation Law;
2. To give the Trust the names and addresses of all injured persons, and of witnesses, and other information the Trust may request;
3. To promptly give the Trust all notices, demands and legal papers relating to the injury or claim, and any proceeding or lawsuit filed against you, any other covered person, or any person for whom you are legally responsible;
4. To promptly complete and return to the Trust any and all claim forms which the Trust may request;
5. To cooperate with the Trust and assist the Trust, as it may request, in the investigation, settlement or defense of any claim, proceeding or lawsuit;
6. To do nothing after an injury occurs that would interfere with the Trust's right to recover from others any payments it may make;
7. To not voluntarily make payments, assume obligations or incur expenses, except at your own cost.
8. Your failure to satisfy any of these duties shall result in the forfeiture of the indemnity protection afforded to you, or any other covered person, by the Agreement.

V. PREMIUM

A. Our Manuals and/or Procedures

All premium for the Agreement will be determined by the Trust's manuals, rules, rates, rating plans and classifications. The Trust may change its manuals, rules, rates, rating plans and classifications and apply the changes to the Agreement if authorized by law or a governmental agency regulating the Agreement.

B. Classifications

The Workers' Compensation Certificate of Insurance shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposure you would have during the period of the Agreement. If your actual exposures are not properly described by those classifications, the Trust will assign proper classifications, rates and premium basis.

You must notify the Trust immediately of any changes in your corporate or business structure, or the addition or deletion of any of your business locations. The Trust reserves the right to make any premium adjustments which may be applicable due to such changes, additions or deletions.

C. Remuneration

Premium for training coverages is calculated on a "per start" basis, subject to a minimum annual premium. Premium for breeding farms is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the period of the Agreement for the services of:

1. All your officers and employees engaged in work covered by the Agreement; and
2. All other persons engaged in work that could make the Trust liable under Section II (Statutory Workers' Compensation Coverage - Part A) of the Agreement. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph (2) will not apply if you give the Trust proof that the employers of these persons lawfully secured their workers' compensation obligations.

D. Premium Payments

You must pay all premiums when due. You must pay such premiums even if part or all of the Louisiana Workers' Compensation Law is not valid.

E. Premiums

The premium shown on the Workers' Compensation Certificate of Insurance, schedules and endorsements is a minimum premium and, in the case of "Farm" coverage, an estimate. The final premium may be determined after the Agreement ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work performed by you and covered by the Agreement.

If your premium is calculated on a "per start" basis, it is your responsibility to make sure that your workers' compensation account with the Trust is fully funded at all times. If the funds

in your workers' compensation account with the Trust are not sufficient to fund the "per start" fee for your horse to race, your horse may be scratched from the race and not allowed to run.

If the final premium is more than the premium you paid to the Trust, you must pay the Trust the balance. The Trust may deduct any premium and other charges that you owe from your Horsemen's Bookkeeper Account. If the final premium is less, the Trust will refund the balance to you or apply the balance to any outstanding monies due the Trust by you. The final premium will not be less than the highest minimum premium for the classifications covered by the Agreement or the Trust minimum premium, whichever is higher.

If the Agreement is cancelled, the final premium will be determined in the following way, unless the Trust's manuals provide otherwise:

1. If the Trust cancels and your premium is calculated on a "per start" basis, your final premium will be based on the actual number of starts if the "per start" premium exceeds the minimum premium; if the "per start" premium does not exceed the minimum premium, then the final premium will not be less than the *pro rata* share of the minimum premium. If the Trust cancels and your premium is based on payroll and remuneration, then your final premium will be based on the actual payroll and remuneration for the period that the coverage was in effect; provided, however, that if the final premium when calculated in that manner is less than the minimum premium, then the final premium will not be less than the minimum premium.
2. If you cancel, final premium will be the greater of (a) the minimum premium, or (b) the actual "per start" premium based on the actual number of starts, or (b) the actual premium based on the actual payroll and remuneration for the period that the coverage was in effect.

In the event it is necessary for the Trust to institute any collection procedures against you to recover any amounts due by you to the Trust, you also agree to pay all costs incurred by the Trust for collection, including reasonable attorney's fees, and expenses, and interest at the rate of 12% per annum from date due until paid.

F. Records

You must keep records of all information needed to compute premium. You must provide the Trust with copies of those records within ten (10) days of the date the Trust asks you to.

G. Audit

You must allow the Trust to examine and audit all of your records that relate to the Agreement. These records include, but are not necessarily limited to, ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs or data processing media for storing and retrieving data. The Trust may conduct audits during regular business hours during the period of the Agreement and within two years after the period of the Agreement ends. Information developed by an audit will be used to determine the final premium. Insurance rate service organizations have the same rights we have under this provision.

VI. CONDITIONS

A. Inspection

You agree to initiate and maintain a safety program to give your employees the maximum in safe and sanitary working conditions. You agree to follow the general recommendations of the Trust to promote the general welfare of your employees. Your failure to do so shall result in the forfeiture of any indemnity protection afforded to you, or any other covered person, under the Agreement.

The Trust, or its duly authorized agents and representatives, have the right, but are not obligated, to inspect your workplaces at any time. The Trust's inspections are not safety inspections. The inspections are solely for the benefit of the Trust and relate only to the insurability of the workplaces and the premiums to be charged. The Trust may give you reports on the conditions it finds. The Trust may also recommend changes. While the Trust's inspections and recommendations may help reduce losses, the Trust does not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. The Trust does not warrant to you or any other person that your workplaces are safe or healthful or that they comply with any laws, regulations, codes or standards. You shall remain solely responsible for all decisions concerning your safety program and practices, and may not rely upon evaluations and/or recommendations made by the Trust, the Trustees of the Trust, the service company of the Trust, the administrator of the Trust, or their representatives in making final decisions concerning your safety program and practices.

B. Long Term Agreement

All provisions of the Agreement will apply as though a new Agreement were issued on each annual Trust year anniversary as shown in the Workers' Compensation Certificate of Insurance that the Agreement is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under the Agreement, or the rights and duties of any other covered person, may not be transferred without the Trust's written consent. If you or any covered person dies, and the Trust receives notice of the death within thirty (30) days after the death, the Trust will also cover the legal representative of you or any covered person as a covered person.

D. Cancellation

1. You may cancel the Agreement at any time. To cancel the Agreement, you must mail or deliver written notice to the Trust stating when the cancellation is to take effect, at least thirty (30) days prior to the effective date of cancellation.
2. The Trust may cancel the Agreement. To cancel the Agreement, the Trust must mail or deliver to you written notice at least twenty (20) days prior to cancellation, stating when the cancellation is to take effect. In the case of cancellation for non-payment of premium, the Trust is only required to give you ten (10) days notice. Mailing the notice to you at the mailing address shown on the Workers' Compensation Certificate of Insurance shall be considered sufficient notice to you.
3. The period of the Agreement will end on the day and hour stated in the cancellation notice.

4. Any of these provisions that conflict with a law that controls the cancellation of the coverage in the Agreement is changed by this statement to comply with that law.
5. The cancellation of the Agreement shall not relieve you of your liability to the Trust for any monies which you may owe to the Trust.

E. Sole Representative

The employer named on the Application, or any amendments or endorsements thereto, has the sole authority to act on behalf of all covered persons to change, modify, or amend the Agreement, receive return premium, and give or receive notice of cancellation.

F. Conflicts

In the event there is a conflict between any provision of the Application, the Indemnity Agreement, and the Trust Agreement, the provisions of the Trust Agreement shall apply.

G. Construction

In the event any provision of the Agreement shall be found by a court of competent jurisdiction to be unenforceable, such finding shall not affect any other provision of the Agreement, it being understood and agreed that all provisions thereof are severable. The Agreement shall be construed and interpreted under the laws of the State of Louisiana.

Whenever any words are used in the Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply. Whenever any words are used in the Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply. Whenever any words are used in the Agreement in the plural form, they shall be construed as though they were also used in the singular form in all situations where they would so apply.

H. Applicant's Acknowledgment

The Applicant acknowledges that it or its representative has been provided with access to a copy of this Indemnity Agreement prior to execution of an application for this Indemnity Agreement. Access to a copy of this Indemnity Agreement was provided either through an Internet website or receipt of a printed copy of this Indemnity Agreement. The Applicant agrees to be bound by the terms and conditions of this Agreement upon the Trust's acceptance and approval of the application filed by the Applicant or its authorized agent. Applicant further acknowledges that it is a material requirement of this Indemnity Agreement that it be a member of the Louisiana Horsemen's Benevolent and Protective Association 1993, Inc. and that if, at any time, the Applicant ceases to be a member of the Louisiana Horsemen's Benevolent and Protective Association 1993, Inc., this Indemnity Agreement will immediately terminate and no forms of indemnity or defense obligations will be available to any indemnitee under this Agreement.

IN WITNESS WHEREOF, the Trust has caused this Indemnity Agreement to be signed officially below and countersigned on the Application by a duly authorized Trustee of the Trust.

APPROVED AND ACCEPTED:

Date: _____

By: _____
Authorized Representative of the Horsemen's
Workers' Compensation Insurance Trust

(Rev. 7.15.11)