

Gold Rush Incentive, LLC

Terms and Conditions

ARTICLE I

GENERAL RULES AND EVENT REQUIREMENTS

1. Definitions.

For purposes of these Terms and Conditions, "Gold Rush" means Gold Rush Incentive, LLC, together with its authorized managers, representatives, event personnel, and designees acting on its behalf.

"Participant" means any person or entity involved in any Gold Rush program or event, including without limitation riders, owners, nominators, slot holders, stallion owners, handlers, agents, exhibitors, sponsors, spectators, volunteers, and any person who enters the grounds or submits an entry.

"Rules" means these Terms and Conditions, all event-specific rules, entry forms, schedules, written notices, bulletins, addenda, website postings, and other policies issued by Gold Rush for a program or event, as those materials may be amended from time to time.

2. Acceptance of Rules. Entry, nomination, payment, attendance, participation, or continued involvement with a Gold Rush event constitutes acceptance of the Rules. Participants are responsible for knowing and complying with the Rules then in effect, including any event-specific conditions published before or during an event.

3. Conduct and Management Authority. Participants must conduct themselves in a courteous, professional, and orderly manner. Gold Rush may refuse an entry, remove a person or horse from the grounds, draw out a rider, suspend privileges, deny future participation, or impose other reasonable sanctions when Gold Rush determines that conduct, a policy violation, a dispute with management, an animal-welfare issue, safety concerns, or other circumstances may interfere with the event or the program.

A rider's conduct will be treated as conduct of that entrant for purposes of discipline, eligibility, refunds, disqualification, and future program participation.

4. Horse Welfare. Horse welfare is mandatory. Abuse or neglect is prohibited, including excessive whipping, striking, use of electric or shock devices, drawing blood, withholding food or water, failing to provide a safe and properly bedded stall, or any other handling that Gold Rush considers abusive, unsafe, or inconsistent with accepted horse-care standards. Gold Rush may disqualify, remove, suspend, or permanently ban any Participant involved in such conduct, and may also deny refunds for fees already committed to event operations.

5. Public Communications. Participants may not publish, post, repeat, or encourage communications about Gold Rush, its personnel, contractors, owners, sponsors, affiliated businesses, or event partners that are knowingly false, materially misleading, defamatory, threatening, harassing, or intended to disrupt Gold Rush events or program operations. This rule applies to social media, public forums, private groups, websites, texts, emails, and similar communications.

This section does not restrict truthful communications with law enforcement, a government agency, legal counsel, or a court. Gold Rush may impose discipline for violations, including suspension, disqualification, forfeiture of fees already applied to event operations, withholding of unpaid amounts, administrative charges, and future program restrictions.

6. Media and Promotional Rights. By submitting an entry, attending, or participating in a Gold Rush event, each Participant authorizes Gold Rush and its event partners to photograph, record, film, livestream, broadcast, edit, publish, display, distribute, and otherwise use the Participant's name, image, likeness, voice, performance, biographical information, horse information, and event results for advertising, promotion, documentation, broadcast, archival, and other lawful business purposes.

The permission granted in this section is non-exclusive, worldwide, royalty-free, perpetual, and may be used in any media now existing or later developed. Participants waive any right to additional notice, approval, inspection, or compensation for authorized uses. A Participant who brings or permits a minor to attend or participate represents that the Participant has authority to grant these permissions on the minor's behalf.

7. Forward Movement. A run begins when forward movement is initiated in the alleyway. A rider may not intentionally cause or allow a horse to circle, back up, stop, or fail to continue forward movement in the alleyway after the run has begun. If a gate attendant, event worker, equipment issue, or other outside circumstance prevents forward movement before the run begins, Gold Rush may disregard the forward-movement issue. Gold Rush has final authority to review and decide any questioned forward-movement ruling.

8. Schooling, Circling, and Pattern. Schooling during a run is not permitted. A rider who circles a barrel more than once may be fined \$250. A broken pattern will result in a no-time ruling.

9. Timer Failure and Re-Runs. If the official timer fails to record a run, Gold Rush may grant a re-run. Gold Rush will determine whether the re-run occurs after the next drag, at the end of the race after a drag, or at another appropriate time. The re-run will be judged as a new run under the Rules. A barrel penalty from the original run will not carry over if all barrels remain standing during the re-run.

10. Barrels and Penalties. A hit or downed barrel results in a no-time ruling unless the event-specific rules state otherwise. Gold Rush may publish the recorded time with a notation of the applicable penalty for clarity in the results.

11. Clocking, Payouts, and Rollovers. Each run is timed separately and will count only toward the race, division, average, or payout for which the entry is eligible. Rollovers are allowed only when the entry and all required fees are received before the horse runs.

12. Check-In and Draw-Out. Riders must check in during the drag assigned for their run. The announcer may use a 3-2-1 readiness call or another reasonable call procedure. Failure to appear when called may result in the rider being drawn out, receiving a no-time ruling, and losing eligibility for the average or other affected payout.

13. Dress Code. Unless Gold Rush publishes a different event-specific dress code, Participants must wear a long-sleeve shirt, full-length pants, western boots, and either a helmet or western hat while competing.

14. Health Documents and Venue Requirements. Each horse must be accompanied by a current Coggins test and health certificate or other documents required by the venue, applicable law, or Gold Rush. Unless Gold Rush states otherwise for a particular event, Coggins must be dated within six (6) months and health certificates within thirty (30) days of arrival. Participants must comply with all venue rules, health requirements, and government regulations.

15. Vitriified Embryos. A vitriified embryo sired by a stallion enrolled in the year of vitriification may be eligible for foal enrollment for up to three (3) years after the stallion is removed from the Gold Rush program. Gold Rush may require records verifying the embryo and related breeding details, including the stallion owner, insemination or semen-shipment date, dam name and registration number, laboratory performing vitriification or thaw, vitriification or I.C.S.I. date, and thaw and transfer date. Gold Rush may request additional documentation and may deny enrollment, without refund, if records are incomplete, inconsistent, untimely, or falsified.

16. Grade or Cloned Foals. Grade or cloned foals may be enrolled only if Gold Rush determines that the horse satisfies the applicable program requirements and the following additional conditions:

- (a) the nominator represents that all applicable breeding fees owed to the stallion owner have been paid;
- (b) the horse must have DNA-parentage documentation or other proof accepted by Gold Rush;
- (c) if identity, age, eligibility, or grade status is questioned, the owner is responsible for all veterinary, inspection, identification, and confirmation costs required by Gold Rush;

(d) any required veterinary confirmation must occur at least twenty-four (24) hours before the horse's first run unless Gold Rush approves a different time, and a Gold Rush representative may be required to observe or witness the examination;

(e) the nominator must disclose these special conditions in writing to any buyer or transferee of the horse; and

(f) Gold Rush may amend grade-horse or cloned-horse requirements and apply those requirements to horses already nominated when Gold Rush determines the amendment is necessary for eligibility verification, animal welfare, or program integrity.

Gold Rush is not responsible for private disputes, injuries, losses, claims, or future issues arising from a grade or cloned foal enrollment, sale, transfer, identity dispute, or eligibility determination.

17. Slot Holder Ownership Requirement. A horse purchased by a slot holder that was not Gold Rush eligible before the purchase must remain owned by the nominating slot holder for at least one hundred eighty (180) days after nomination. Failure to satisfy this requirement may result in probation, additional review, or a requirement that Gold Rush ownership approve future nominations by that slot holder.

ARTICLE II

RELEASE, ASSUMPTION OF RISK, AND INDEMNITY

1. Agreement to Release. As a condition of entry, attendance, nomination, or participation, each Participant agrees to this Release, Assumption of Risk, and Indemnity. The Participant confirms that no oral promise, statement, or inducement outside these written Terms is being relied upon.

2. Inherent Risks. Participants understand that barrel racing, horse events, livestock handling, travel, warm-up, stalling, loading, unloading, competition, spectator activity, venue conditions, and related activities involve inherent and significant risks. Those risks include bodily injury, death, property damage, damage to or loss of animals, collisions, falls, unpredictable animal behavior, equipment failure, arena-surface conditions, weather, crowd activity, and the acts or omissions of other participants, spectators, contractors, volunteers, or event personnel.

3. Released Parties. For purposes of this Release, the "Released Parties" include Gold Rush Incentive, LLC; its members, managers, owners, officers, agents, employees, contractors, volunteers, representatives, sponsors, affiliates, media partners, event producers, vendors, venue owners, venue operators, arena personnel, officials, and their respective insurers, successors, and assigns.

4. Release of Claims. To the fullest extent allowed by law, each Participant releases and agrees not to sue the Released Parties for claims, demands, causes of action, losses, damages, costs, or expenses arising out of or related to participation in, attendance at, travel to or from, or involvement with a Gold Rush event or program. This release includes claims based on ordinary negligence of the Released Parties, including claims involving event design, staging, supervision, inspection, judging, timing, arena conditions, maintenance, security, rules enforcement, or event administration.

This Release does not waive claims to the extent a waiver is prohibited by applicable law.

5. Indemnity. Each Participant agrees to defend, indemnify, and hold harmless the Released Parties from third-party claims, demands, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, arising from the Participant's conduct, horse, equipment, guests, minor child, employees, agents, breach of the Rules, or failure to comply with venue or legal requirements.

6. Minors. A parent or legal guardian who signs, submits an entry, permits a minor to attend or participate, or otherwise acts for a minor represents that the adult has authority to do so and agrees to these Terms on the minor's behalf. The adult further agrees to be responsible for the minor's compliance and for any claims arising from the minor's participation or attendance to the fullest extent allowed by law.

7. Emergency Care. Gold Rush and event medical or veterinary personnel may obtain emergency medical care for a Participant or emergency veterinary care for a horse when, in their reasonable judgment, delay could jeopardize health or safety. The Participant remains responsible for all related charges and expenses.

8. Binding Effect. This Release is intended to be interpreted as broadly as the law permits in favor of the Released Parties. It binds the Participant and, where applicable, the Participant's spouse, heirs, personal representatives, successors, assigns, parents, guardians, agents, employees, and persons under the Participant's control. Entry or participation confirms that the Participant has read, understood, and agreed to these Terms even if a separate signed copy has not been returned.

ARTICLE III

EVENT CONDITIONS

1. Registration and Age Verification. AQHA and APHA offspring must be registered to compete. Offspring outside AQHA or APHA registration are subject to the grade-horse requirements and any age or identity verification required by Gold Rush. Gold Rush may mouth a horse, require additional proof, approve entry, deny entry, or deny a refund if Gold Rush determines that the horse appears older than the disclosed age or otherwise fails eligibility requirements.

2. Enrollment Requirement. A horse must be properly enrolled in Gold Rush before it may compete in a Gold Rush race or receive Gold Rush payout eligibility.

3. Futurity Eligibility. A futurity horse may not have competed for financial compensation before the futurity season announced for that horse, beginning November 15 of the preceding year, unless Gold Rush publishes a different written rule for a specific event or program.

4. Maturity Eligibility. Maturity horses must be five (5) through seven (7) years old unless the horse has acquired lifetime maturity eligibility through an approved entry process or lifetime maturity buy-in.

5. Rider Substitutions. Rider substitutions are allowed only if declared in writing before office check-in for the applicable race entry. A \$50 substitution fee will apply unless Gold Rush waives the fee in writing.

6. Futurity, Maturity, and Open Rollovers. A Futurity or Maturity run may roll into the Open only if the Open entry and fees are received before the horse runs. If a horse is entered in both the Futurity or Maturity and the Open, the horse will run in the Futurity or Maturity unless Gold Rush announces a different procedure.

7. Awards. Gold Rush is not responsible for awards left unclaimed after an event. A Participant who requests shipping is responsible for all shipping and handling costs. Gold Rush may require advance notice for office pickup and may forfeit awards not claimed within two (2) weeks after the event concludes. Once shipped, Gold Rush is not responsible for lost, delayed, or damaged packages.

8. Emergencies. Gold Rush may make event-specific accommodations for unexpected emergencies affecting a rider, horse, or event operation. Any accommodation is discretionary and does not create a right to a refund, re-run, delay, substitute time, or rule exception in another circumstance.

9. Payment Documentation. A current IRS Form W-9, or other tax documentation required by Gold Rush, must be on file before any check or payout is issued. Gold Rush may delay, withhold, offset, or condition payment when tax information is missing, amounts are owed to Gold Rush, a payment dispute exists, or an event-integrity, eligibility, or animal-welfare review is pending.

10. Address Changes and Unclaimed Payments. Participants, owners, nominators, slot holders, and payees must keep current contact and mailing information on file with Gold Rush before entry, payout, or check issuance. Payments not claimed or negotiated within one hundred eighty (180) days may be voided, reissued, offset, or handled according to Gold Rush policy and applicable law.

ARTICLE IV

MISCELLANEOUS PROVISIONS

1. Program Changes and Use of Fees. Gold Rush may cancel, postpone, reschedule, relocate, modify, or change all or any part of an event or program. Enrollment fees, nomination fees, entry fees, and related payments may be used for administrative, promotional, prize, operational, and event expenses. Unless Gold Rush states otherwise in writing, fees are non-refundable once received or committed to event operations.

2. Rule Amendments. Gold Rush may amend, clarify, supplement, or correct the Rules at any time. Amendments may be effective immediately or on the date stated in the notice. Gold Rush may apply amendments to current or future events when necessary to address safety, animal welfare, event integrity, misconduct, manipulation, eligibility, clerical errors, draws, standings, postings, or payouts. Event-specific rules supplement these Terms and control only to the extent of a direct conflict for that event.

3. Final Authority and Corrections. Gold Rush has final authority to interpret, apply, and enforce the Rules and event conditions. Gold Rush may correct clerical, posting, draw, timing, payout, standing, eligibility, or scrivener's errors. Good-faith factual determinations by Gold Rush are final for event results, qualifications, standings, and payouts.

4. Integrity and Anti-Manipulation. Participants may not attempt to manipulate an event, payout, eligibility, standings, timing, entries, documentation, or program mechanics. Prohibited conduct includes collusion, sandbagging, false entries, false statements, falsified records, timer or device tampering, coordinated interference with event operations, and conduct intended to undermine program integrity. Gold Rush may disqualify, suspend, ban, void results, forfeit fees already applied to event operations, withhold unpaid amounts, and seek repayment of amounts paid in error or obtained through misconduct.

5. Verification and Cooperation. Participants and owners must promptly provide documents and information reasonably requested by Gold Rush to verify eligibility, age, ownership, enrollment, amateur status, horse identity, health compliance, and rule compliance. Gold Rush may inspect credentials onsite and interview Participants, owners, handlers, and other relevant persons. Failure to cooperate may result in denial of entry, disqualification, withholding of payment, suspension, or other sanctions.

6. Withholding, Offset, and Repayment. Gold Rush may withhold or offset amounts otherwise payable to cover unpaid fees, fines, returned-payment charges, administrative charges, pending rulings, or amounts owed to Gold Rush. If Gold Rush later determines that a payout was made in error or in violation of the Rules, Gold Rush may require repayment and may condition continued participation on repayment.

7. Taxes and Reporting. Participants and payees are solely responsible for taxes, reporting obligations, penalties, and other consequences arising from participation, awards, or payouts. Gold Rush may require a current W-9 or other tax form and may issue IRS information returns. Backup withholding may apply when required by law.

8. Safety and Security. Gold Rush may refuse entry to, or remove, any person, horse, trailer, vehicle, equipment, tack, or item when Gold Rush determines that safety, animal welfare, venue compliance, or event integrity may be compromised. Examples include apparent impairment, dangerous behavior, unsafe equipment, lack of required health documents, disruptive conduct, or circumstances that create an unreasonable risk. No refund is required for removal or denial based on this section.

9. Non-Assignment. Slots, entries, rights, and privileges are personal to the original entrant unless the Rules expressly permit transfer or Gold Rush gives written consent. Unapproved transfers are void and may result in disqualification without refund. Gold Rush may assign its rights or delegate obligations to an affiliate, successor, event producer, venue, or event partner.

10. Notices and Electronic Acceptance. Participants consent to notices by email, text message, phone or voicemail, portal posting, website posting, regular mail, or certified mail using contact information provided to Gold Rush. Electronic signatures, click-through acknowledgments, online entries, emailed acceptances, and portal confirmations are valid and enforceable.

11. Dispute Resolution; Venue; Limits on Claims. Before filing suit, a party asserting a dispute arising out of or relating to Gold Rush, the Rules, an entry, a nomination, a payout, or a Gold Rush event must request mediation in writing and participate in at least one good-faith mediation session with a mutually acceptable mediator. If mediation is not completed within thirty (30) days after the written request, either party may proceed in court unless the parties agree otherwise in writing.

Any lawsuit must be filed individually and not as a class, collective, representative, or consolidated action. The exclusive venue for any lawsuit is the state or federal court with jurisdiction over Pennington County, South Dakota, and Participants consent to personal jurisdiction in that forum. To the fullest extent allowed by law, damages are limited to actual out-of-pocket amounts paid by the claimant for the affected entry or participation, and Participants waive indirect, consequential, incidental, special, exemplary, punitive, multiplied, or similar damages. The prevailing party in a dispute arising from these Terms is entitled to recover reasonable attorneys' fees, costs, and expenses, including those incurred on appeal or in collection proceedings.

12. Governing Law. These Terms, the Rules, and any dispute arising out of or relating to Gold Rush or a Gold Rush event are governed by South Dakota law, without regard to conflict-of-law rules that would require application of another state's law.

13. Severability, No Waiver, and Construction. If any provision is held invalid or unenforceable, the remaining provisions remain in effect to the fullest extent permitted by law. Gold Rush's failure to enforce a provision on one occasion is not a waiver of the right to enforce that provision later. Headings are for convenience only and do not limit the text. These Terms will not be construed against Gold Rush solely because Gold Rush prepared them.

14. Inherent-Risk Notice. Horse and livestock activities are inherently risky. Participants may be injured or killed, and property or animals may be damaged, because of risks that cannot be eliminated even when reasonable care is used. Those risks include the unpredictable nature of horses and livestock, collisions, falls, surface conditions, equipment failure, weather, and the actions of other persons. Each Participant knowingly accepts those inherent risks by entering, attending, or participating. This notice is not intended to waive any right that cannot lawfully be waived.

15. Entire Terms. These Terms, together with the Rules and any event-specific written materials issued by Gold Rush, are the complete terms governing participation. Informal statements, promotional materials, conversations, text messages, emails, or social media posts do not modify the Rules unless Gold Rush expressly states in a written rule, addendum, or official notice that the modification is intended to govern the event or program.

[SPACE INTENTIONALLY LEFT BLANK]