

WESTERN BLOODSTOCK, LTD  
TIMED AUCTION ONLY  
2026 NCHA Super Stakes Digital Sale  
Monday - April 13

**NOMINATION FORM**

Trained Cutting Horses • 2 & 3-Year-Olds • Yearlings • Mares

Entry Fee \$500 • Commission 8%

Professional Quality Video - Deadline March 27<sup>th</sup>

Professional Quality Photo - Deadline March 27<sup>th</sup>

**NO REPURCHASE FEE**

**NOMINATION DEADLINE: March 23**

All Entry Fees Deductible from Sale Proceeds

**Digital Radiographs Required**

**(Yearlings, 2-Yr-Olds, 3-Yr-Olds & Show Horses)**

\$20 Fee per horse for On-Line Repository System provided through Asteris

**\*\* Radiographs can be dated no earlier than February 7, 2026 \*\***

**\*\*Deadline for submission of radiographs – March 30, 2026 \*\***

**\*Deadline for submission of Veterinary Examination Form – March 30, 2026\***

**\*\*Seller agrees to keep horse for 10 days after sale of horse free of charge to buyer\*\***

**\*\*Seller is responsible for verifying accuracy of registration certificate (markings, color, etc)\*\***

**\*\*No horse will be sold with Registration Pending\*\***

**\*\* For Faster Receipt of Sale Proceeds – Opt for FEDEX Delivery \*\***

**Return:**

Completed Nomination Form

Original Registration Certificate

Signed Transfer Report

Breeders Certificate (for mares in foal)

**To:**

Western Bloodstock, Ltd.

PO Box 1389

Weatherford, Texas 76086

**PHYSICAL ADDRESS:**

9710 Mineral Wells Hwy

Weatherford, Texas 76088

(817)594-9210 Fax (817)596-0430

[www.westernbloodstock.com](http://www.westernbloodstock.com)

Original Coggins dated within 6 months & an original Health Certificate (1 horse per certificate) are required for each horse to be provided to buyer.

\*Veterinary Examination Form must include pregnancy status for mares (within 15 days of sale), the status of descended testicles for stallions 13 months & older, and any other defect or injury.\*

Copies must be sent to Western Bloodstock by March 30<sup>th</sup>

2026 NCHA SUPER STAKES DIGITAL SALE  
WESTERN BLOODSTOCK, LTD – TIMED AUCTION ONLY

Final Acceptance and Session Placement Determined by Auctioneer

**OWNER'S Name for Catalog** \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell # \_\_\_\_\_ Home # \_\_\_\_\_ Office # \_\_\_\_\_

Fax # \_\_\_\_\_ E-mail \_\_\_\_\_

ID: \_\_\_\_\_  
Type: \_\_\_\_\_  
PDF NA: \_\_\_\_\_  
PDF Att: \_\_\_\_\_  
PDF Later: \_\_\_\_\_

**HORSE'S Name** \_\_\_\_\_ Registration # \_\_\_\_\_  AQHA  APHA  DNA

If Reg. Pending, Name Applied For \_\_\_\_\_ Color \_\_\_\_\_  Mare  Stallion  Gelding

**No horse will be sold with Registration Pending.**

Foaling Date \_\_\_\_ / \_\_\_\_ Foals of 2021 thru 2026: Nominated to the NCHA Stallion Foal Program  Yes  No

Consignor is solely responsible for the authenticity of the NCHA Stallion Foal Program Nomination status at time of sale.

Sire's Name & Reg. # \_\_\_\_\_ Dam's Name & Reg. \_\_\_\_\_

\*\*HERDA TEST RESULTS must accompany entry to be included on the catalog page\*\*

**MUST COMPLETE HEALTH QUESTIONS TO BE CONSIDERED FOR ENTRY**

Is <b>VISION IMPAIRED?</b>	Y	N
Does Horse <b>CRIB</b> In Any Way?	Y	N
Is There Obvious <b>GAP BETWEEN UPPER &amp; LOWER TEETH?</b>	Y	N
Has Horse Had <b>ABDOMINAL OR JOINT SURGERY?</b>	Y	N
Has Horse Been <b>NERVED, FOUNDERED, or Had NAVICULAR DISEASE?</b>	Y	N
Has Tail Been <b>Altered</b> In ANY Way?	Y	N
Is <b>MARE</b> Intracytoplasmic Sperm Injection (ICSI) Only?	Y	N

Explain Any Question Answered **YES**:

Radiographs Required  
ALL Yearlings, 2-Yr-Olds, 3-Yr-Olds & Show Horses

Radiographs can be dated no earlier than February 7<sup>th</sup>  
REQUIRED Views available at [www.westernbloodstock.com](http://www.westernbloodstock.com) or by request  
Incorrect Radiographs will incur an additional \$200 Resubmission Fee

Contact Name \_\_\_\_\_

Contact Phone \_\_\_\_\_

Location of Horse \_\_\_\_\_  
(Contact name, phone & location will be disclosed on catalog page)

**For ALL MARES: ANY & ALL PRODUCE must be DISCLOSED:** Does MARE have ANY PRODUCE?  Yes  No  
(including yearlings) Including Frozen Embryos, Embryos or Foals NOT registered with AQHA or APHA  
If YES must complete PRODUCE DISCLOSURE FORM...See Page 3

**For ALL MARES 18 MONTHS & OLDER:** In Foal?  Yes  No IF YES...please continue to Page 3

**For RECIPIENT MARES:** NOTE: Recipient Mares Sell With No Deposit Due Nor Expectation Of Return  
...please continue to Page 3

**For ALL STALLIONS 13 MONTHS & OLDER:**  CRYPTORCHID?  Yes  No

**For ALL HORSES UNDER SADDLE:**

Estimated Lifetime Earnings: \$ \_\_\_\_\_ NCHA Novice Eligibility Is: \$ \_\_\_\_\_

Current Trainer: \_\_\_\_\_ Original Trainer (if known): \_\_\_\_\_

**Deliver Net Proceeds BY FED EX (\$40 fee) Address for Fed Ex:** \_\_\_\_\_

Owner hereby specifically warrants unto Auctioneer and to all subsequent parties that all information supplied regarding this contract and the horse consigned is true and correct. Owner further acknowledges that the accuracy of all information printed in the sale catalog is Owner's responsibility, and agrees to be bound to all parts (5 pages) of this consignment contract as well as to all the Conditions Of Sale published in the official sale catalog, and agrees that this agreement is binding on and inures to the benefit of all heirs, successors or assigns. By signing this form, I authorize Auctioneer to send text and/or email messages in regard to this sale. I HAVE READ ALL FIVE PAGES OF THIS CONTRACT AND THE CONDITIONS OF SALE IN THE SALE CATALOG, FULLY UNDERSTAND AND AGREE TO THE SAME, INCLUDING MY INDEMNITY OBLIGATIONS AND AGREE THAT THIS HORSE WILL APPEAR AT THE SALE AND I WILL BE RESPONSIBLE FOR ALL APPLICABLE FEES IF HORSE SELLS AS A RESULT OF THIS SALE.

LIENHOLDER'S NAME & PHONE (if applicable) \_\_\_\_\_

**Owner Signature** \_\_\_\_\_ Date \_\_\_\_\_  
An original, copy or facsimile of Owner's signature shall be valid for the purpose of this contract.

**PRODUCE DISCLOSURE FORM – ALL MARES**PLEASE COMPLETE THIS FORM FOR EACH APPLICABLE SALE HORSE, SIGN BELOW, AND SUBMIT WITH YOUR CONSIGNMENT FORM

SALE MARE NAME: \_\_\_\_\_ Sale ID # \_\_\_\_\_

**PREGNANT:** Foal's Sire \_\_\_\_\_ LBD \_\_\_\_ / \_\_\_\_ / \_\_\_\_  WITH RETURN  NO RETURN  
 ICSI  Yes  No

**2026 FOAL SELLING AT SIDE:** Sire Of Foal \_\_\_\_\_  
 DOB \_\_\_\_ / \_\_\_\_ / 2026 Color \_\_\_\_\_  Mare  Stallion

**For RECIPIENT MARES:** NOTE: Recipient Mares Sell With No Deposit Due Nor Expectation Of Return

**2026 FOAL SELLING AT SIDE:** Sire Of Foal \_\_\_\_\_  
 Recip ID \_\_\_\_\_ DOB \_\_\_\_ / \_\_\_\_ / 2026 Color \_\_\_\_\_  Mare  Stallion

**EMBRYO SELLING:** Foal's Sire \_\_\_\_\_ LBD \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 WITH RETURN  NO RETURN ICSI  Yes  No Frozen  Yes  No Transfer Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Recip ID# \_\_\_\_\_

**EMBRYO SELLING:** Foal's Sire \_\_\_\_\_ LBD \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 WITH RETURN  NO RETURN ICSI  Yes  No Frozen  Yes  No Transfer Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Recip ID# \_\_\_\_\_

**EMBRYO SELLING:** Foal's Sire \_\_\_\_\_ LBD \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 WITH RETURN  NO RETURN ICSI  Yes  No Frozen  Yes  No Transfer Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Recip ID# \_\_\_\_\_

List any Breedings Selling with Mare: \_\_\_\_\_

**List Any Frozen Embryos SELLING with mare**

Sire of Foal: \_\_\_\_\_ LBD: \_\_\_\_\_ ICSI \_\_\_\_ Yes \_\_\_\_ No

Sire of Foal: \_\_\_\_\_ LBD: \_\_\_\_\_ ICSI \_\_\_\_ Yes \_\_\_\_ No

Sire of Foal: \_\_\_\_\_ LBD: \_\_\_\_\_ ICSI \_\_\_\_ Yes \_\_\_\_ No

**List Any & All Frozen Embryos NOT Selling**

Sire of Foal: \_\_\_\_\_ LBD: \_\_\_\_\_ ICSI \_\_\_\_ Yes \_\_\_\_ No

Sire of Foal: \_\_\_\_\_ LBD: \_\_\_\_\_ ICSI \_\_\_\_ Yes \_\_\_\_ No

Sire of Foal: \_\_\_\_\_ LBD: \_\_\_\_\_ ICSI \_\_\_\_ Yes \_\_\_\_ No

If frozen embryos are being retained, AQHA Frozen Embryo Permit(s) must be on file with AQHA by April 9, 2026.

**List Any & All Embryos NOT Selling**

Sire of Foal: \_\_\_\_\_ LBD: \_\_\_\_\_ Transfer Date: \_\_\_\_\_

Frozen \_\_\_\_ Yes \_\_\_\_ No ICSI \_\_\_\_ Yes \_\_\_\_ No

Sire of Foal: \_\_\_\_\_ LBD: \_\_\_\_\_ Transfer Date: \_\_\_\_\_

Frozen \_\_\_\_ Yes \_\_\_\_ No ICSI \_\_\_\_ Yes \_\_\_\_ No

Sire of Foal: \_\_\_\_\_ LBD: \_\_\_\_\_ Transfer Date: \_\_\_\_\_

Frozen \_\_\_\_ Yes \_\_\_\_ No ICSI \_\_\_\_ Yes \_\_\_\_ No

**List Any & All Foals NOT Registered with AQHA or APHA**

Sire of Foal: \_\_\_\_\_ Year Foaled: \_\_\_\_\_

Sex: \_\_\_\_\_ Embryo: \_\_\_\_ Yes \_\_\_\_ No

Sire of Foal: \_\_\_\_\_ Year Foaled: \_\_\_\_\_

Sex: \_\_\_\_\_ Embryo: \_\_\_\_ Yes \_\_\_\_ No

**Owner Signature** \_\_\_\_\_ Date \_\_\_\_\_

An original, copy or facsimile of Owner's signature shall be valid for the purpose of this contract.

**Repository/Radiographs** – Owners of yearlings, 2-yr-olds, 3-yr-olds & show horses must provide digital radiographs at a charge of \$20 per horse for the On-Line Repository System provided through Asteris. Radiographs can be dated no earlier than February 7, 2026. Radiographs must be submitted by March 30, 2026. Incorrect radiographs will incur an additional resubmission fee of \$200. Digital radiographs are not expected to prove an animal “perfect”, this practice merely allows interested parties the opportunity to make decisions based on information made available. Western Bloodstock, LTD does not view digital radiographs, does not use results to determine entry into a sale session and does not announce results.

A list of the required digital radiograph views is available on the Western Bloodstock, LTD website. Digital radiographs remain the property of Western Bloodstock, LTD and are not available for viewing after a horse has sold.

**FROM OWNER TO: Western Bloodstock, LTD (“Auctioneer”)      RE: Western Bloodstock, LTD - 2026 NCHA Super Stakes Digital Sale**

1. **Authorization of Auctioneer.** Owner authorizes Auctioneer to research, advertise, catalog, select the sale session for each horse consigned, sell each horse at public auction, make the representations and warranties set forth in the Conditions of Sale on Owner's behalf, deliver possession of each animal to the highest recognized bidder, transfer title thereto, and receive and disburse the proceeds of sale for Owner's account. Owner warrants that Auctioneer is entitled to all applicable sale fees if horse sells as a result of this sale. If legally required, Owner hereby grants to Auctioneer a power of attorney to perform any of the acts set forth above on behalf of Owner.

Owner warrants the correct identity and title to each animal free from all liens and adverse claims to ownership, use or possession, and agrees to defend title against all claims, including any claims which arise from the horse's failure to satisfy the AQHA's requirement of parentage. Neither Auctioneer nor the pedigree research company retained by Auctioneer shall be responsible for providing information regarding tissue retained by Owner for possible future cloning or information as to same year siblings resulting from embryo transfer or for reporting multiple embryos (foals or embryos in utero in recipient mares of the same year) out of dams in the sale; nor shall either the Auctioneer or the sale catalog company be liable in any way for any Buyer's knowledge/lack of knowledge of such information. All information concerning sales prices, incidental and consequential sales expenses, the existence and amounts of liens, charges and other claims, and the final payment of accounts with respect to Buyers, Sellers, Breeders and Owners **shall not** be deemed to be confidential in nature. All parties agree that Auctioneer may, but shall not be required to, disclose such information without incurring liability to any party. Owner agrees that exclusive cloning rights to the animal sold pass to Buyer unless otherwise announced.

Owner acknowledges that all risk of loss, title to, interest in, and possession of the horse(s) shall remain with Owner until the fall of the hammer when title and risk of loss pass to Buyer(s) at the time of sale.

Western Bloodstock, LTD makes no warranties or representations regarding any eligibilities and/or nominations. Consignor is solely responsible for the authenticity of the status of any eligibilities and/or nominations at time of sale.

2. **Conduct of Sale.** Owner acknowledges that Auctioneer shall also have the right to: (1) select sale entries chosen by the sale committee or refuse entries not acceptable; (2) reject any animal for any reason in Auctioneer's absolute and sole discretion on date of sale; (3) make announcements at time of sale concerning any horse consigned; (4) determine the order of sale; (5) secure any health requirements not provided by Owner from a veterinarian and debit charges to Owner's account; (6) change the date, time or location of the sale if circumstances deem necessary; should the sale be permanently canceled due to uncontrollable circumstances, the sole liability of Auctioneer shall be to return the entry fee and necessary documentation to Owner. Owner acknowledges and agrees that Auctioneer is acting as its agent solely for purposes of selling the horse in question.

3. **Registration Certificates/Title.** The original breed association registration certificate, completed transfer report, application for breed association registration certificate, and/or the stallion breeder's certificate (the “Registration Documents”) for each horse sold must be furnished by the Owner prior to the sale.

**No horse will be sold with registration pending.** Auctioneer will withhold settlement for all sales, until all Registration Documents have been delivered to the sales company. Auctioneer reserves the right to withhold delivery of all Registration Documents for all horses bought by Buyer **OR** returned to Owner (in the event of either a withdrawal or a repurchase) until such time as Buyer's or Owner's account with Auctioneer has been paid in full. A correction/addition fee of \$200.00 will be deducted from sale proceeds for any necessary correction(s) of any original registration certificate.

4. **Payments/Entry Fees and Commissions.** The entry fees specified on the fee schedule appearing on page 1 hereof may be deducted from sale proceeds or submitted with entry. Auctioneer will notify Owner in writing when an entry is accepted for the auction as a consignment. The entry fee is non-refundable and shall be deemed fully earned when Auctioneer accepts this contract, whether paid or unpaid when entry is submitted. In addition to the entry fee and any other fees associated with the sale of Owner's horse(s) as set forth on page 1 hereto, a commission of 8% of accepted bids shall be charged and deducted from Owner's gross proceeds from the sale of horses. After an entry is accepted by Auctioneer, no substitutes shall be allowed.

The commission and other amounts due Auctioneer may be deducted from Owner's proceeds. All fees incurred in connection with the offering of Owner's horse(s) for sale by Auctioneer shall be fully earned by Auctioneer at fall of hammer, even in the event that the horse is returned to Owner as unsold pursuant to the Conditions of Sale or receives no bid. In the event amounts owed to Auctioneer exceed net proceeds of Owner's consignment, Owner shall immediately pay to Auctioneer the balance. Owner's account, if not paid in full within 48 hours of the conclusion of the sale, shall accrue interest on any outstanding and unpaid principal balance at the rate of one and one-half percent (1 ½%) per month from the date of billing until paid.

5. **Withdrawal/Veterinary Statement.** Upon presentation of a notarized veterinary certificate to Auctioneer stating that the horse has died or suffers from a specific condition rendering it unfit for sale, Owner may withdraw a consigned horse. Auctioneer may appoint a veterinarian to examine any horse so withdrawn from this sale and the opinion of Auctioneer's appointed veterinarian as to whether there is a valid reason for such withdrawal shall be binding and conclusive on all parties. Any unpaid balance of the entry fee for an accepted consignment, however, shall still be considered earned and shall be due and payable to the Auctioneer.

6. **Withdrawal/Private Sales.** Owner agrees not to privately sell or withdraw any horse after it is accepted by Auctioneer for sale consignment. If Owner sells or withdraws any accepted horse prior to the auction or fails to present such horse for sale at the auction for any reason other than as specified in paragraph 5, Owner agrees to pay Auctioneer any unpaid balance of the entry fee due and, as LIQUIDATED DAMAGES, the sum equal to 10% of Auctioneer's appraised value of said horse or \$2,500.00, whichever is greater. The parties further agree that the establishment of damages in the event of withdrawal is difficult to determine and Owner accepts and acknowledges that liquidated damages set forth herein are a fair and reasonable forecast of just compensation and not a penalty. If Owner does not pay any fee or liquidated damages owed to Auctioneer, Owner agrees that Auctioneer may retain any such fee or liquidated damages from any and all proceeds payable to Owner's account from this sale or any other sale.

7. **Repurchase Fee/Reserves.** If Owner elects to repurchase a consigned horse, Owner must do so by: (1) being the highest bidder or, (2) submitting a completed written reserve bid form to Auctioneer by 5 pm on Thursday, April 9<sup>th</sup> or, (3) instructing the Auctioneer. **Auctioneer thus reserves the right to bid on behalf of the Owner up to the amount of the reserve bid.** Under no circumstance will a reserve bid submitted on this contract or submitted in any form other than previously stated be accepted. Owner agrees that Auctioneer is **absolved from any liability** if these procedures are not strictly followed. The sale session entry fee, plus any others specified herein, shall be payable upon receipt of statement. **Unless waived by announcement, there shall be a \$1000 upset price on any horse offered for sale.** Owner agrees that Auctioneer shall use any means available to collect applicable sale fees if horse sells as a result of this sale.

8. **Presentation of Horse for Sale.** Auctioneer has no responsibility for the care and custody of any horse consigned. All care and welfare of the horse is at Owner's expense, without any liability to Auctioneer. Seller agrees to keep horse for 10 days after sale of horse free of charge to the buyer.

9. **Warranties.** Each Owner hereby expressly represents and warrants to Auctioneer for each horse consigned, unless stated otherwise in the sale catalog and/or unless otherwise announced and/or unless otherwise disclosed in the sale repository (disclosures) at time of sale, that such horse(s) is/are free from disease and, as to horses offered for breeding, are suitable for breeding or, as to horses offered as two-year-olds or trained horses, are suitable for training and showing or, as to other categories of horses, each such horse is suitable for the purpose for which it has been cataloged for sale by Owner. **Further, in the event a horse possesses any faults, defects or conditions, Owner shall have the responsibility to inform Auctioneer of such immediately, but not later than one day prior to the time of the horse selling, so that proper disclosures can be made.** Owner is **solely responsible** for having such announcements/disclosures made and for their accuracy. Owner hereby releases, INDEMNIFIES and holds Auctioneer harmless from any errors and omissions of Auctioneer in connection with making or failing to make any such announcement/disclosure. In the event Owner misrepresents or fails to disclose any fault, defect or condition of a horse sold or offered for sale, or in the event any of Owner's representations or warranties are incomplete or inaccurate in any way, Owner shall INDEMNIFY AND HOLD HARMLESS Auctioneer from any and all liability, debts, claims, suits, losses, damages, causes of action, judgements, costs and expenses, including attorney fees, incurred by Auctioneer as a result.

OWNER AGREES TO REVIEW THE CATALOG AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO THE SESSION IN WHICH OWNER'S HORSE WILL BE SOLD AND PROMPTLY NOTIFY AUCTIONEER OF ANY ERRORS, INACCURACIES OR OTHER INCONSISTENCIES IN THE DISCLOSURES ON THE CATALOG PAGE FOR ANY OF THE OWNER'S HORSES TO BE SOLD BY AUCTIONEER. Owner is the sole guarantor of all information regarding Owner's horse in the Sales Catalog and neither Auctioneer nor the pedigree research company employed by Auctioneer shall be responsible for errors in the Sales Catalog.

10. **Non Payment/Non Acceptance.** In the event Buyer fails to accept responsibility for a bid, pay for or accept a horse, Auctioneer reserves the right to: (1) accept the same purchase amount from another Buyer; (2) accept the next highest bid; (3) offer the horse for auction a second time; (4) retain the horse for Owner as unsold. Auctioneer shall not be liable for any deficit should any resale price be less than that on the initial sale. In any instance where a horse is not paid for in full, or should conditions make an immediate resale as provided above impossible or impractical, Owner agrees to receive the animal back as unsold, without further obligation by the Auctioneer. Possession of each horse sold will be released to Buyer against receipt of future payment or notice thereof after satisfaction of Auctioneer's Settlement of Account procedure as set forth in the Conditions of Sale. Owner agrees that if the sale of any horse is not consummated by reason of default by Buyer or otherwise, Auctioneer shall not be liable for the purchase price of the horse. Auctioneer does not guarantee the validity, enforceability, payment or collection of any instrument delivered to Auctioneer by Buyer in payment of the purchase price of any horse.

IN THE EVENT A BUYER GIVES NOTICE OF A DISPUTE OR REFUSES TO PAY FOR A HORSE BECAUSE OF CLAIM OF MISREPRESENTATION, FRAUD, BREACH OF WARRANTY OR OTHERWISE, AUCTIONEER, IN ITS SOLE DISCRETION, MAY ELECT NOT TO PAY OWNER THE NET PROCEEDS OF SALE OF SUCH HORSE UNTIL THE CLAIM HAS BEEN FINALLY RESOLVED AND THE PROCEEDS OF SALE HAVE BEEN RECEIVED BY AUCTIONEER.

11. **Remittance of Sales Proceeds.** **Remittance of net proceeds to Owner from Auctioneer will begin after Buyer's payment is deemed sufficient (a minimum of 10 business days after last sale session)** and, if all the following requirements have been met: (1) all necessary and correct documents pertaining to the horse and necessary to complete the sale have been secured by Auctioneer from Owner and (2) any dispute or claim by Buyer or any third party has been resolved. All documents pertaining to the horse shall be held by Auctioneer until Owner's accounts are balanced and Buyer's payment clears the drawee's bank and becomes an unconditional credit. Transfer fee is Owner's responsibility, and the standard charges will be debited to Owner's account with Auctioneer.

12. **Arbitration.** All participants and attendees at this auction are subject to, and are encouraged to read, the binding arbitration provisions stated in the Conditions of Sale.

13. **Hold Harmless/Indemnification.** All Owners, prospective bidders and Buyers agree to save, HOLD HARMLESS AND INDEMNIFY Auctioneer, the NCHA, the AQHA, the APHA, Asteris, Inc. and their respective agents, employees, partners, directors, officers and/or any person or entity acting on their behalf, from and against any and all liability, debt, claims, suits, losses, damages, causes of action, judgments, costs and expenses, including attorney fees, arising or allegedly arising from (i) personal injury or death of any person (including but not limited to employees of Owner or Buyer) or any horse, including but not limited to any claims arising out of injuries or damages caused by the horse after the fall of the hammer, and (ii) property damage, including loss of use thereof, economic loss or otherwise, arising or growing directly or indirectly out of Owner's or Buyer's use of any of the facilities in connection with the sale, the conducting of the sale or anything occurring in connection with the sale. **Indemnity for Auctioneer's Own Negligence: THE FOREGOING INDEMNITY OBLIGATIONS SHALL APPLY WHETHER OR NOT THE CLAIM OR LIABILITY IN QUESTION RESULTS OR IS ALLEGED TO RESULT IN WHOLE OR IN PART FROM THE SOLE, CONCURRENT OR COMPARATIVE NEGLIGENCE OR STRICT LIABILITY OF AUCTIONEER, ITS AGENTS, EMPLOYEES, PARTNERS, DIRECTORS, OFFICERS AND/OR ANY PERSON OR ENTITY ACTING ON ITS BEHALF, OR ANY DEFECT IN THE PREMISES, EQUIPMENT OR TOOLS OWNED, OPERATED OR CONTROLLED BY AUCTIONEER.** **THUS, IT IS UNDERSTOOD AND AGREED THAT IN NO CASE SHALL AUCTIONEER, ITS EMPLOYEES, AGENTS, DIRECTORS, PARTNERS OR OFFICERS BE RESPONSIBLE FOR ANY LOSS, DEATH, DAMAGE OR INJURY OF ANY CHARACTER TO ANY PERSON, ANIMAL OR ARTICLE ARISING FROM OR OCCURRING DURING THE SALE.**

Owner INDEMNIFIES Auctioneer from all claims, liabilities and expenses, including reasonable attorneys' fees, arising out of or relating to any claim based upon any conduct by Auctioneer in connection with performance of any of its duties pursuant to this agreement, the conduct of the Sale by Auctioneer, or resulting from any breach of this contract or the Conditions of Sale (printed in the sale catalog) by Owner. In order to secure payment for all commissions, costs, expenses and damages, including reasonable attorney fees, provided for in this contract or any other monies owed by Owner to Auctioneer or any of its affiliates, Owner grants to Auctioneer a security interest in the horse(s) consigned under this contract and any applicable Registration Documents, and the products and proceeds thereof.

\* \* \* \* \*

ANY PERSON(S) SIGNING THIS CONSIGNMENT CONTRACT SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE UPHOLDING OF THE TERMS HEREOF AND ACKNOWLEDGES THAT THEY HAVE READ THE FOREGOING AND THE CONDITIONS OF SALE IN THE SALE CATALOG AND, UPON SIGNING THIS CONTRACT, AGREE TO ABIDE BY THEM. FURTHER, ANY PERSON SIGNING THIS CONSIGNMENT CONTRACT REPRESENTS THAT HE/SHE HAS COMPLETED THE DISCLOSURES REQUIRED ON PAGE 2 AND PAGE 3 HEREOF AND THAT ALL SUCH DISCLOSURES ARE TRUE AND ACCURATE IN EVERY DETAIL.