

# **2026 Defender Kentucky Three-Day Event Podcast Tent Terms & Conditions**

## **Terms and Conditions Agreement**

This Terms and Conditions Agreement ("Agreement") is entered into by and between **Equestrian Events, Inc. ("EEI")**, organizer of the Defender Kentucky Three-Day Event presented by MARS Equestrian ("Event"), and the undersigned individual or entity ("Participant").

By signing below, Participant agrees to the following terms governing use of the Defender Kentucky Three-Day Event Podcast Tent ("Podcast Tent").

## **Grant of Limited Use**

EEI grants Participant a limited, non-exclusive, non-transferable, revocable license to access and use the Podcast Tent solely during Participant's confirmed and scheduled booking window.

This license is granted exclusively for the purpose of recording podcast content, media interviews, event analysis, or related editorial content consistent with the Event's standards and policies.

Participant acknowledges that all scheduling, access, and use are subject to final approval and oversight by EEI.

## **Scheduling and Time Compliance**

Participant agrees to use the Podcast Tent strictly within the confirmed booking window.

Participant further agrees that:

- All setup, recording, breakdown, and removal of equipment must occur entirely within the scheduled booking period.
- Participant must fully vacate the Podcast Tent at the conclusion of the scheduled time.

- Booking times are final upon confirmation and payment and may not be reassigned, transferred, rescheduled, or exchanged without prior written approval from EEI, which may be granted or withheld at EEI's sole discretion.

Failure to vacate the Podcast Tent on time may result in immediate termination of access and may affect Participant's eligibility for future participation.

## **Equipment and Setup Responsibility**

Participant acknowledges and agrees that:

- EEI will not provide audio recording equipment, microphones, recording devices, cables, or related accessories.
- Participant is solely responsible for providing, operating, securing, and removing all equipment.
- Participant assumes full responsibility for any loss, damage, or theft of equipment.

EEI shall not be liable for any loss, damage, or theft of Participant property.

## **Branding and Display Restrictions**

Participant agrees that no personal, outlet, commercial, sponsor, or third-party branding, signage, banners, logos, backdrops, promotional materials, or visual displays may be installed, displayed, or affixed within or around the Podcast Tent without prior written consent from EEI.

The EEI-branded backdrop and environment must remain unobstructed and unaltered.

## **Content Standards and Compliance**

Participant agrees that all content recorded within the Podcast Tent must:

- Align with the professional standards, reputation, and public image of the Defender Kentucky Three-Day Event;
- Not contain defamatory, misleading, unlawful, or harmful material;
- Not imply official endorsement, sponsorship, or partnership by EEI, the Event, or its partners unless expressly authorized in writing.

EEI reserves the right, in its sole discretion, to require Participant to cease recording or use of the Podcast Tent if content or conduct is deemed inconsistent with Event standards.

EEI further reserves the right to request reasonable edits, corrections, or removal of content that materially misrepresents the Event or violates this Agreement.

## **Compliance with Event Policies and Instructions**

Participant agrees to comply with all Event rules, staff instructions, safety protocols, and operational requirements while on Event grounds.

EEI reserves the right to suspend or terminate Participant access immediately for failure to comply with Event policies or this Agreement.

## **Cancellation, No-Show, and Refund Policy**

All Podcast Tent bookings are final and non-refundable.

Participant acknowledges and agrees that:

- Failure to appear during the scheduled booking window will constitute a forfeited booking;
- No refunds, credits, or rescheduling will be provided for missed or unused bookings.

## **Assumption of Risk and Limitation of Liability**

Participant acknowledges that the Event takes place in an active equestrian environment and assumes all risks associated with being present on Event grounds.

To the fullest extent permitted by law, Participant agrees that EEI, its officers, directors, employees, agents, contractors, sponsors, and affiliates shall not be liable for any injury, loss, damage, or claim arising out of Participant's use of the Podcast Tent or presence at the Event.

## **Indemnification**

Participant agrees to indemnify, defend, and hold harmless EEI and its affiliates from and against any and all claims, damages, liabilities, losses, costs, or expenses arising from Participant's use of the Podcast Tent, including but not limited to content produced, equipment use, or violation of this Agreement.

## **No Transfer or Assignment**

Participant may not transfer, assign, sublicense, or otherwise convey Podcast Tent access or booking rights to any third party without prior written consent from EEI.

## **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to conflict of law principles.

## **Entire Agreement**

This Agreement constitutes the entire understanding between the parties regarding Podcast Tent use and supersedes any prior discussions or representations.

EEI reserves the right to update or amend these terms at its discretion.

## **Participant Acknowledgment and Signature**

By signing below, Participant acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions.

**Participant Name:** \_\_\_\_\_

**Organization / Podcast Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_