

THE MEADOWS RACETRACK AND CASINO (To Be Signed by Trainers and Drivers)

THIS SECTION MUST BE CAREFULLY READ AND SIGNED BY THE APPLICANT PRIOR TO BEING PERMITTED TO ENTER THE MEADOWS RACETRACK AND CASINO FACILITY FOR ANY PURPOSE, including but not limited to restricted areas, racing surface, infield, paddock area, grandstand/clubhouse area, construction areas and all walkways, concessions, and other areas appurtenant to any area where any activity to an event shall take place (the "Facility"), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in any event in the Facility. The undersigned, for himself/herself, his/her personal representatives, agents, heirs and next of kin, acknowledges, agrees, and represents that he/she has, or will immediately upon entering the Facility or any restricted areas, and will continuously thereafter, inspect such areas and all portions thereof which he/she enters and with which he/she comes in contact, and he/she does further warrant that his/her entry and his/her participation, if any, in any event at the Facility constitutes an acknowledgment the he/she has inspected, and will continue to inspect, such areas and that he/she finds and accepts the same as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she is in or about such areas and he/she feels anything to be unsafe he/she will refuse to participate further in the event, will immediately advise the officials of such unsafe conditions and will promptly leave the areas.

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE THE PROMOTERS, PARTICIPANTS, RACING ASSOCIATION, SANCTIONING ORGANIZATION, OR ANY SUBDIVISION THEREOF, TRACK OPERATOR, TRACK OWNERS, OFFICIALS, HORSE OWNERS, GROOMS, TRAINERS, DRIVERS, HOT WALKERS, OR ANY PERSON IN ANY RESTRICTED AREA, SPONSORS, ADVERTISERS, OWNERS AND LESSEES, OR PREMISES USED TO CONDUCT THE EVENT, PREMISES OR EVENT INSPECTORS, SURVEYORS, INSURERS, UNDERWRITERS, CONSULTANTS OR OTHER PERSON OR ENTITIES WHO GIVE RECOMMENDATIONS, DIRECTIONS, OR INSTRUCTION OF ENGAGE IN RISK EVALUATION OR LOSS CONTROL ACTIVITIES REGARDING THE PREMISES OR EVENT(S) AND EACH OF THEM, THEIR AFFILIATES, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES, ALL FOR THE PURPOSE HEREIN REFERRED TO AS THE "RELEASEES", FROM ALL LIABILITY to the undersigned, his/her personal representatives, agents, assigns, heirs and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence or gross negligence of the "Releasees" or otherwise while the undersigned is in or upon the Facility or competing, officiating in, observing, working for, or for any purpose participating in any event at the Facility.
 2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE "RELEASEES" from any loss, liability, damage or cost they may incur due to the presence of the undersigned in or upon the Facility or in any way competing, officiating, observing, or working for, or for any purpose participating at any time in any event at the Facility and whether caused by the negligence or gross negligence of the "Releasees" or otherwise.
 3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF "RELEASEES" OR OTHERWISE while in or upon the Facility or while competing, officiating, observing or working for, or for any purpose participating in an event at the Facility. The undersigned expressly assumes all risks associated with the permission herein granted including risks which are known and those that are unknown, risks that are obvious and those that are not. The undersigned further acknowledges that if he/she had not agreed to the terms of the Release, he/she would not have been permitted to enter and remain in the Facility as contemplated by this Release.
 4. THE UNDERSIGNED expressly acknowledges and agrees that activities at events can be very dangerous and involve the risk of serious injury and/or death and/or property damage. THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Commonwealth, Province, or State in which the event is conducted, and that if any portion thereof is held invalid, it is agreed that the balance shall, not withstanding, continue in full legal force and effect. The undersigned agrees that he/she is not an agent, servant, or employee of any of the "Releasees".
 5. THE UNDERSIGNED hereby grants to The Meadows Racetrack and Casino or its assignee the non-exclusive right to use the name and likeness of the undersigned, and the horses and horse owners listed on the reverse side of this form, and hereby releases the Releasees from all liability to the undersigned, the horse owners and each of their personal representatives, agents, assigns, heirs and next of kin for any and all loss or damage, and any claim or demands therefore because of or in any manner connected with or arising out of the distribution, sale or publication in any form whatsoever the photographs or electronic images of any nature whatsoever by The Meadows Racetrack and Casino or its assignee.
- THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no coercion or oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Signature: _____

Date: _____