

Training Center “Work/Train &Go” - Terms and Conditions

The Applicant agrees to abide by and comply with all rules and regulations of the Texas Racing Commission (“TRC”), and of Retama Development Corporation and Pinnacle Retama Partners, LLC (collectively “RETAMA”) at One Retama Parkway, Selma, TX 78154, including but not limited to those set forth in the Retama Park/Penn National Gaming, Inc. Racing Guide (“Racing Guide,” available at <https://www.retamapark.com/racing/horsemen>). **Current COVID-19 protocols must be adhered to. Contact the racing office for current policy and updates.**

The cost for each horse utilizing RETAMA “Work/Train & Go” under this Agreement, if not stabled on the grounds of RETAMA, shall be twenty dollars (\$20.00) payable in cash, check or credit card on the date of this Agreement.

Applicant’s horses utilizing RETAMA for “Work/Train & Go” under this Agreement shall be denoted on Exhibit A of this Agreement.

Applicant shall be assigned a stall(s) for use under this Agreement. Applicant is responsible for keeping such assigned stalls and surrounding areas in a neat and clean condition.

Terms and Conditions

1. The rules and regulations of the TRC and RETAMA shall govern the conduct of all owners, trainers, jockeys/exercise riders while on the grounds of RETAMA and shall abide by such. Applicant’s attention is directed to the Racing Guide which is incorporated into this Agreement, and Applicant agrees to abide by all conduct guidelines and rules set forth therein.
2. **Original Health Certificate (good for 30 days), Current Negative Coggins, Piroplasmosis Information (except TB) and All Vaccinations, Including EHV-1, given no less than 14 days and within 90 days of horses’ arrival, MUST ACCOMPANY ALL HORSES THAT ENTER THE STABLE AREA.** Other health requirements may be imposed at any time at discretion of RETAMA.
3. RETAMA reserves the unilateral right to refuse any access onto RETAMA ground any reason. No guests shall be permitted in the barn area at any time. Only essential personnel, as determined in sole discretion by RETAMA, shall be permitted in the barn area.
4. All jockeys, trainers and exercise personnel are required to wear safety helmets and vests according to the requirements of the TRC. No Caliente helmets.
5. RETAMA may refuse admittance to or eject anyone whom it considers undesirable in accordance with regulations of the TRC or in the sole discretion of RETAMA.
6. The Applicant agrees on behalf of himself/herself and the owner(s) of the horses in the care, custody, or control of Applicant, that all horses entering onto the grounds of RETAMA do so at the individual owner(s) and Applicant’s risk. RETAMA shall not be liable or responsible in any manner whatsoever for any injury or loss caused or suffered in any manner by or to the horse or horses while on the premises or in transit to or from the premises, whether occasioned by the negligence or fault of RETAMA, its agents or employees. For protection of Applicant and owners, it is recommended that the Applicant insure horses against losses by fires or other occurrences.
7. No firearms shall be allowed on premises of RETAMA.
8. Applicants and Affiliates are not employees of RETAMA. Applicant and all owners, trainers, jockeys/exercise riders and their employees must be licensed by the TRC.
9. **Release and Indemnity Agreement:**
Applicant recognizes the risks of the activities to be conducted at the RETAMA Racetrack by or on behalf of Applicant, the owners of the horses named in this application and the Affiliates (collectively the “Indemnifying Parties”) and has determined that the facilities at the RETAMA Racetrack are reasonably suited for all horse racing related activities to be conducted by or on

behalf of any such parties. RETAMA, its members, landlords, partners parent entities, and affiliated entities and their respective directors, officers, employees, agents, vendors, contractors, visitors and licensees collectively, (collectively the "Indemnified Parties") shall not be liable to any of the Indemnifying Parties or any of the employees, agents, invitees or visitors, or to any other person whomsoever, for any injury to persons or damage to property on the Racetrack premises or any adjacent area caused by the negligence or misconduct of any of the Indemnifying Parties, their employees, agents, invitees, visitors or any other person entering the RETAMA Racetrack premises under express or implied invitation of any of the Indemnifying Parties, or arising out of the use of the RETAMA Racetrack premises and facilities by any of the Indemnifying Parties. Applicant agrees, for him/herself and on behalf of the Indemnifying Parties, to release the Indemnified Parties from, and to indemnify and hold the Indemnified Parties harmless from, any liability, loss, expense, or claims (including reasonable attorneys' fees) arising out of the activities of the Applicant and the Indemnifying Parties at RETAMA.

10. In the event of any inconsistency between these provisions and any mandatory provisions of applicable law, including the Texas Racing Act or Rules of Racing, the applicable law shall control. Further, these provisions shall be deemed to be amended to the extent of, and to comply with, any mandatory provisions of any amendment to applicable law.

11. The foregoing release and indemnification provisions shall be construed in a manner consistent with the limitations set forth herein to be as broad and inclusive as permitted by the laws of the State of Texas.

12. Applicant and Affiliates shall be required to comply with all COVID-19 requirements as determined by RETAMA, TRC or any other local, state, or federal authorities.

13. Failure to comply with any terms of this Agreement, or to make timely payments as required under this Agreement, shall result in loss of stabling and racing privileges at RETAMA and any other facility operated by PENN NATIONAL GAMING, INC.

This application must be fully completed and signed prior to use of Applicant Using RETAMA Facilities.

Deliver in person, by fax at 210-862-7099 or email to steve.ross@pngaming.com

Name of Trainer/Applicant (print) _____

Signature _____ Date: _____

Home/Cell Phone () _____ / () _____

Accepted _____

EXHIBIT A

Date: _____

Horses (TB = Thoroughbred/QH = Quarter Horse)
