

# TERMS AND CONDITIONS

This is not a lease of space, but is merely a revocable license or permit based on the terms outlined. The undersigned agrees to the following terms and conditions of this application for stabling any or all of the horses listed herein at The Track for the 2010 racing season.

1. Ruidoso Downs Racing, Inc. (RDRI) reserves the right to cancel this application for stable space in whole or in part, to refuse the acceptance of any entry; in any race, at any time, for any reason or cause, and without notice to the undersigned. Stalls will be allocated based on balance of application and quality of past performances supplied with application.
2. (a). To abide by all rules and regulations of RDRI pertaining to the stabling, occupancy and the use of the premises at Ruidoso Downs Race Track (the Track), including rules and regulations contained in the Ruidoso Downs Condition Book.  
(b). To vacate the stalls and move any or all horses, equipment, property and personnel off the premises at the Track within three (3) days after requested to do so.  
(c). That RDRI, its agents or employees, will not be liable or responsible for any injury or loss suffered in any manner by or to the horses, equipment, or other property of the undersigned or of personnel, agents, employees, or invitees of the undersigned while on or off the premises or while being transported in any manner on or off the premises, irrespective of the cause of such injury or loss.  
(d). That the undersigned releases RDRI, its agents and employees from and against all claims of such injury or loss by or on behalf of the undersigned.  
(e). To save and hold the Track, its agents and employees, free and harmless from all losses, costs, damages, liabilities, expenses (including attorneys fees and expense of any nature), due to or arising out of or from the stabling and/or action of horses or other animals of or in charge of the undersigned at RDRI, or from the use or occupancy of the stalls or premises, or by reason of any acts, conduct or negligence of the undersigned or any of his employees, agents, or invitees.  
(f). The undersigned warrants with regard to any insurance carried on any horse or other property belonging to the undersigned or for which the undersigned is responsible that such insurance permits waiver of all subrogation rights of the insurance carrier against RDRI. In the event that such insurance does not contain such a waiver of subrogation clause waiving subrogation against RDRI the undersigned warrants that such insurance will be procured.
3. No stabling will be permitted except in accordance with this application, and no entry in any race will be received except upon conditions that all disputes, claims, and obligations arising out of the racing or with respect to the interpretation of any rules or conditions of races shall be decided by the State Racing Commission of New Mexico, the stewards of the meeting or RDRI as the case may be and such decisions upon all points shall be final.
4. In all stakes races, acceptance must be made through the entry box by a specified time before the race.
5. All stabling and all entries in all races are received and accepted subject to all conditions, rules and regulations of the State Racing Commission of New Mexico and of RDRI and specifically including a Commission rule ordering that no stalls with horses are to have padlocks.
6. Payment of any nomination, eligibility or other entry fee for any stakes race shall NOT entitle a horse to stabling at the Track.
7. RDRI, its agents, employees, or designees, may desire to televise directly or by photographic transcription all or some of the races at the Track, and reserves all rights to reproduce, transcribe or transmit such races directly by television or otherwise. Entries will be accepted only on the condition that if requested by RDRI, the owner, the jockey, the trainer, the groom and all other employees of the owner or trainer coming within view of the television cameras will sign and deliver to RDRI consents or releases, permitting such television and the exhibition thereof in any manner and at any time.
8. The signer hereof represents that he/she and all for whom he/she are acting, have read or will familiarize themselves with the Rules of Racing and the regulations of the State Racing Commission of New Mexico, and the horse race officials, the Ruidoso Downs Condition Book, and this application and agrees to be bound thereby and that all animals shall be subject to the same, as well as to the acts and decisions of the race officials.
9. The undersigned represents that he/she has the right to make the above representations with respect to every owner of every horse listed herein, and that each such owner will be bound hereby.
10. All horses whose stall applications are accepted are subject to veterinarian's examination. Any horse not in condition to run during the meeting will not be stabled at the Track.
11. No additions or improvements to the stalls or premises shall be made without prior written approval of RDRI
12. The undersigned agrees to maintain the stalls and premises in a clean and orderly condition at all times, and to place all manure and debris in the manure bins on a daily basis.
13. Any horse (including ponies) entering the barn area must have a coggins and health certificate. The coggins must be presented at the gates upon arrival. Out-of-state horses must have a current coggins issued within the last twelve months.
14. All Horses must be tattooed before they can enter at the Track.
- 15. Horses assigned stalls WILL NOT MOVE from the assigned barn without permission of the Racing Secretary. Trainers placing horses in stalls other than those specifically assigned to them will be subject to a fine and removal of excess horses.**
- 16. If the trainer has not bedded assigned stalls or made arrangements with management to show intent of occupying stalls, the stalls will be re-assigned after the first day of entries.**
17. Departure and arrival slips must be filled in completely and properly signed by all necessary parties. Evidence of all horses leaving or entering the track must be a matter of written record readily available at all times to the Stewards of the Meeting and Racing Secretary.
- 18. Applicants are hereby advised that it is their sole responsibility to ship only horses which are approved by the Racing Secretary.**
19. Eligibility for a stall does not imply automatic approval. Eligibility means consideration on the basis of potential, performance, and participation in the racing program at the Track.
20. Registered New Mexico Breds will receive preference in allocation of stalls except those deemed to have poor past performance by the stall committee.
21. Galloping of race horses in stock saddles will not be permitted and horses may be asked to meet qualifying standards as set by RDRI
22. Horsemen will be held financially accountable for repairs to race track property particularly tack rooms, as a result of destruction or mutilation caused by them, their employees, or other persons under their jurisdiction.
23. Security guards in the barn area will have the authority to refuse entry of any motor vehicle and its occupants into the barn area at all times.
24. Only personnel licensed by the New Mexico Racing Commission are authorized to have free access to barn area at all times. Non-licensed persons may enter the barn area only as guests of a licensed owner and/or trainer. Such persons will be required to sign a Daily Guest Register with the guard at the barn area stable gate. Owners and trainers will assume responsibility for the conduct of their guests while in the barn area.
25. Horses that have been rejected and/or appear on another application may result in cancellation of both applications.
26. Falsification of this stall application may result in cancellation of this application.
27. All stalls must be cleaned of all muck and bedding prior to receiving registration papers upon leaving the Track.
28. Stall bedding must be either baled or bagged.
29. Vehicles in the stable area will be restricted as authorized by RDRI
30. No animals other than horses, goats and cats in barn area. No dogs, fowl or exotic animals in barn area.
31. All horses subject to a pre-race inspection.
32. Poor performance standards will be enforced at the current meet for a horse who runs at the bottom claiming price in last four starts and has not placed first, second, third or fourth at the discretion of the Racing Secretary and Board of Stewards.
- 33. All horses with a jockey or exercise rider mounted that are racing, parading or warming up prior to racing; or jogging or exercising at any time must be equipped with a type of safety reins approved by the commission. Reins to be approved must originally be designed and constructed to provide secure secondary attachment to the bit that is secured to a reinforcement material to prevent failure due to the breakage of the rein, or breakage or inadvertent loss of the primary connection to the bit.**
- 34. Toe grabs for Thoroughbreds with a greater than two millimeters worn on the front shoes of horses while racing are prohibited.**
- 35. For any horse entered as a participant in a competition to be held by RDRI, said association reserves the right to set the appearance and arrival time for said horse. RDRI, further reserves the right to do additional testing on all horses at any time while they are on the grounds of RDRI, as well as any other rights said association has as a private property owner.**

Having read all the terms and conditions in this application, I hereby apply for stable accommodations for the horses listed herein, and acceptance and use of the stalls assigned to me shall be deemed my approval and agreement to abide by all the terms and conditions listed herein, the Rules of Racing and the regulations of the New Mexico Racing Commission, and the Track rules as listed in the Ruidoso Downs Condition Book.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

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

Area Code & Phone Number (\_\_\_\_\_) \_\_\_\_\_ Mobile Number (\_\_\_\_\_) \_\_\_\_\_

(THIS APPLICATION WILL NOT BE CONSIDERED UNLESS SIGNED ABOVE)