

STALL APPLICATION AND PRIVILEGE AGREEMENT

This Application does not become a Revocable Stall Privilege Agreement ("Privilege") until signed on behalf of Zia Park, LLC, d/b/a Zia Park Race Track ("Zia Park") by its Racing Secretary or designee.

This Privilege is not a lease of space, but is merely a revocable Privilege agreement subject to the terms and conditions outlined below. The undersigned trainer ("Trainer"), for him/herself and on behalf of all owners of horses, trainers, entities, employees, agents, invitees, and designees for whom he/she is acting (collectively "Affiliates") agrees to the following terms and conditions of this Privilege for stabling any or all the horses listed herein, or any other horses for which stabling is granted, at Zia Park for the 2018 racing season.

- Zia Park reserves all rights to grant or to cancel this Privilege, in whole or in part, in its sole discretion. Zia Park reserves the right to refuse the acceptance of any entry in any race, at any time, for any reason or no reason, and without advance notice to the Trainer or any Affiliates. Stalls will be allocated in the sole discretion of Zia Park and will include consideration of, among other things, the balance of horses listed on the application and quality of past performances supplied with application. Registered New Mexico Bred horses of comparable quality will receive preference in allocation of stalls, except those deemed to have poor past performance.
- The Trainer promises:
 - To abide by all rules and regulations of Zia Park pertaining to the stabling, occupancy and use of the premises at Zia Park, as amended from time to time in Zia Park's sole discretion. Trainer acknowledges in particular, but without limitation, his/her responsibility to abide by the rules and regulations contained in the Zia Park Condition Book and Horseman's Guide, which rules and regulations are incorporated into and made a part of this Privilege.
 - To maintain assigned stalls in good condition, and to vacate and clean the stalls and move any or all horses, equipment, property and personnel off the premises at Zia Park within three (3) days of a request from Zia Park to do so.
- The Trainer acknowledges and agrees that Zia Park, its affiliated companies and landlords, their respective directors, officers, agents, members, employees, and designees (collectively "Zia Park and Zia Park Affiliates") will not be liable or responsible for any injury or loss caused or suffered in any manner by or to the horses, equipment, or other property of the Trainer or Affiliates 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.
- The Trainer acknowledges and agrees that equine-related activities are inherently risky and unpredictable, and that injuries or losses occurring as a part of any such activities are part of the risk of the occupation and neither Zia Park nor Zia Park Affiliates bear responsibility or liability for injuries or losses arising therefrom.
- The Trainer agrees to hold Zia Park and Zia Park Affiliates free and harmless from all losses, costs, damages, injuries, liabilities, expenses (including reasonable attorney's fees and expenses of any nature), due to or arising out of or from the stabling or action of horses or other animals of or in charge of the Trainer or Trainer's Affiliates at Zia Park, or from the use or occupancy of the stalls or premises, or by reason of any acts, conduct or negligence of the Trainer or any of the Trainer's Affiliates. The Trainer releases Zia Park, and Zia Park Affiliates, from all claims of injury or loss by or on behalf of the Trainer and Trainer's Affiliates.
- The Trainer warrants, with regard to any insurance carried on any horse or other property belonging to the Trainer or for which the Trainer is responsible, that such insurance permits waiver of all subrogation rights of the insurance carrier against Zia Park and Zia Park Affiliates. In the event that such insurance does not contain such a waiver of subrogation clause, the Trainer warrants that such insurance will be procured.
- No stabling will be permitted except in accordance with this Privilege, and no entry in any race will be received except upon condition 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 ("Commission"), the Stewards of the meeting ("Stewards"), or Zia Park, as the case may be. Such decisions upon all points shall be final.
- In all stakes races, acceptance by Zia Park must be made through the entry box by a specified time before the race.
- All stabling, and all entries in all races, are subject to all conditions, rules and regulations of the Commission and of Zia Park. Trainer specifically acknowledges and agrees to abide by the Commission rule ordering that no stalls with horses are to have padlocks.
- Payment of any nomination, eligibility or other entry fee for any stakes race does NOT entitle a horse to stabling at Zia Park; however, stabling of a horse for a period of time, at the sole discretion of Zia Park, prior to a stakes race, may be required.
- Trainer acknowledges that Zia Park and Zia Park Affiliates may desire to televise directly or by photographic transcription all or some of the races at Zia Park Race Track, and agrees that Zia Park 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 Zia Park, the owner, the jockey, the trainer, the groom and all other employees, or guests of the owner or trainer coming within view of the television cameras will sign and deliver to Zia Park consents or releases, permitting such television and the exhibition thereof in any manner and at any time.
- The Trainer represents that, before the start of the 2018 racing season, he/she and all Trainer Affiliates have read or will familiarize themselves with the Rules of Racing and the regulations of the Commission, and the horse race officials, the Zia Park Condition Book and Horseman's Guide, and this Privilege agreement; and all Trainer Affiliates agree to be bound thereby as well as by the acts and decisions of the race officials.
- The Trainer represents that he/she has the right and authority to make the above representations with respect to all Trainer Affiliates, and that each Trainer Affiliate will be bound hereby.
- All horses whose stall applications are accepted, or that plan to compete at the 2018 meet, are subject to veterinarian's examination. Any horse not in condition to run during the 2018 meeting will not be permitted to be stabled at Zia Park.
- No changes, additions or improvements to the stalls or premises shall be made without prior written approval of Zia Park.
- Trainer acknowledges that ALL horses entering a New Mexico racetrack are required to have a current non-expired negative Coggins test certificate (12 months from date of issuance). **NO EXCEPTIONS**. Zia Park reserves the right to impose any other requirements for entry into the stable area at its discretion. Trainer and Trainer's Affiliates must adhere to any and all ship-in policy requirements in effect for Zia Park, which may be changed from time to time at the sole discretion of Zia Park. Failure to adhere to any of these requirements will result in a loss of any and all stabling and racing privileges at Zia Park.
- All Horses must be tattooed before they can enter a race at Zia Park.
- Horses assigned stalls MAY NOT BE MOVED from the assigned stalls or 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, removal of excess horses and loss of some or all stalls assigned by Zia Park.
- If the Trainer has not bedded assigned stalls or made arrangements with the Racing Secretary to show intent of occupying stalls, the stalls will be reassigned after the first day of entries.
- 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 and Racing Secretary. Horses may be required to remain on the grounds for a certain period of time, as determined by Zia Park, prior to starting in an overnight or stakes race at Zia Park.
- The Trainer is solely responsible to ship only horses which are approved by the Racing Secretary.
- 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 Zia Park and horses may be asked to meet qualifying standards set by Zia Park.
- Galloping of race horses in stock saddles is not permitted.
- Trainer is liable and financially responsible for all repairs to racetrack property, particularly tack rooms, as a result of destruction or mutilation caused by Trainer, Trainer's Affiliates, any of their employees, or other persons under their jurisdiction, whether by negligence or otherwise. Individuals are not permitted to reside in tack rooms or stalls. Failure to adhere to this rule may subject Trainer to loss of assigned tack rooms and/or stalls.
- Security guards in the barn area have the authority to refuse entry to any unauthorized person, horse, and motor vehicle into the barn area at all times. Trainer and Trainer's Affiliates must fully cooperate with security personnel in the performance of their duties. Any person, horse, and motor vehicle entering barn area is subject to inspection and/or search by the Commission, Zia Park, or their designees.
- Only personnel licensed by the Commission are authorized to have free access to barn area. 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 assume responsibility for the conduct of their guests while in the barn area. Any individual under the age of 18 must be accompanied by an adult at all times and may not be allowed in the barn area between the hours of midnight and 6 a.m.
- Horses that have been rejected and/or appear on another Trainer's Privilege Application may result in cancellation of both Privileges.
- Falsification of this Application may result in cancellation of stall Privilege.
- The Trainer 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. All stalls must be cleaned of all muck and bedding prior to receiving registration papers upon leaving Zia Park.
- Vehicles in the stable area will be restricted as authorized by Zia Park. Vehicles may be required to be registered with Security at the discretion of Zia Park.
- No animals other than horses, goats and cats are permitted in the barn area. No dogs, fowl or exotic animals in barn area.
- All horses are subject to a pre-race inspection.
- At the discretion of the Racing Secretary and/or Stewards, poor performance standards will be enforced to disqualify any horse who runs at the bottom claiming price in last four starts and has not placed first, second, third or fourth.
- This Privilege may not be assigned by the Trainer, does not automatically renew, and is subject to revocation at any time at the discretion of Zia Park. None of the terms of this Privilege may be waived unless the waiver is in writing signed by the Racing Secretary. This Privilege represents the entire agreement between the parties and supersedes all prior understandings and agreements regarding the subject matter. This Privilege is governed by the laws of the State of New Mexico.
- 35. Out of State Horses – Piroplasmosis** - Trainer acknowledges that all horses entering New Mexico must be accompanied by a Certificate or Veterinary Inspection (CVI), health paper issued by an accredited veterinarian from the state of origin within 30 days prior to entry. In addition, Stallions require an NMLB entry permit number. Negative test for Therileria (Babesia) equi is required within 12 months prior to entry into New Mexico for ALL horses (pony horses included) from any state or territory for the purpose of racing or training at any sanctioned New Mexico horse training facility. A copy of the negative Equine Piroplasmosis test must be attached to the CVI.
- 36. In State Horses – Piroplasmosis** - New Mexico horses racing only in New Mexico, that are not transported to other states, may elect to have the Equine Piroplasmosis test conducted every 24 months. Horses at a sanctioned racing facility, whose test expires while on the grounds, will be allowed ten days to report the retest results. Equine Piroplasmosis is a reportable disease, hence horses testing positive for this disease in New Mexico must be immediately quarantined.

Having read all the terms and conditions in this Privilege, I hereby apply for stable accommodations for the horses listed herein. If I accept and use the stalls assigned to me, my acceptance and use shall be deemed my approval and agreement to abide by all the terms and conditions listed herein as well as the regulations of the New Mexico Racing Commission, and the Zia Park Condition Book and Horseman's Guide.

Signature of Trainer: _____

Print Name: _____

Address _____ City _____ State _____ Zip _____

Area Code & Phone Number (____) _____

(THIS APPLICATION WILL NOT BE CONSIDERED BY ZIA PARK UNLESS SIGNED ABOVE.)