

TERMS AND CONDITIONS

Ruidoso Downs Race Track (The Track) is the private licensed property of All-American Ruidoso Downs, LLC (AARD), and stalls at The Track are issued as a privilege to participants. Stalls thus are not issued as a lease of space but merely a revocable permit based on the terms outlined in this application and the Ruidoso Downs Condition Book. Applicants agree and understand that AARD strives to further the purposes of the New Mexico Horse Racing Act and New Mexico Racing Commission (NMRC) rules and regulations that call for horse racing in New Mexico to be conducted safely and fairly "and that participants and patrons are protected against illegal practices on the racing grounds." (NMSA 1978, §60-1A-4; 15.2.1.6 NMAC). In accordance therewith, 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 2024 racing season.

1. All-American Ruidoso Downs, LLC (AARD) reserves the right to deny this application for stable space in whole or in part and 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 to qualified and approved applicants based on the totality of the application and an examination of the quality of past performances which are supplied with the application.
2. The undersigned agrees to be subject to exclusion and/or ejection by AARD for any lawful reason pursuant to 15.2.2.8(V)(2) NMAC and to prohibition from entry into any race(s) for any such reason, including, but not limited to, any violations of the New Mexico Horse Racing Act and associated rules and regulations of the New Mexico Racing Commission, in particular, those provisions relating to safety and the welfare of all participants, including equine participants, and those prohibiting the presence of banned substances in race horses and/or the presence of medications in excess of approved amounts in race horses. Any individual subject to such action will be granted an opportunity to request reconsideration upon receipt of notice of said action from AARD, but acknowledges and agrees that the granting of any reconsideration is solely at the discretion of AARD and AARD is under no obligation to grant reprieve upon request. Transfer of any horse(s) following such exclusion, ejection or prohibition by AARD must be approved by AARD before said horse(s) shall be permitted to be housed in stalls at AARD's property and/or entered into any race(s) at The Track.
3. (a) Trainers and their employees, vendors and owners must abide by all rules and regulations of AARD pertaining to the stabling, occupancy and the use of The Track, including all provisions of the **New Mexico Horse Racing Act (NMSA 1978, §60-1A-1 et seq.)**, all rules and regulations of the New Mexico Racing Commission (**Title 15, Chapter 2 and Title 16, Chapter 47 of the New Mexico Administrative Code**), and all provisions contained in the Ruidoso Downs Condition Book & Ruidoso Downs Horsemen's Guide, and this acknowledgment document.
(b) Trainers must 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) AARD, 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) The undersigned releases AARD, its agents and employees from and against all claims of such injury or loss by or on behalf of the undersigned.
(e) Trainers will 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 AARD, 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 re-sponsible that such insurance permits waiver of all subrogation rights of the insurance carrier against AARD. In the event that such insurance does not contain such a waiver of subrogation clause waiving subrogation against AARD the undersigned warrants that such insurance will be procured.
4. 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 NMRC, the stewards of the meeting, or AARD as the case may be, and such decisions upon all points shall be final.
5. All stabling and all entries in all races are received and accepted subject to all conditions, rules and regulations of NMRC and of AARD and specifically including a NMRC 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. AARD, its agents, employees, or designees, may desire to televise directly or by photographic transcription images at The Track, and reserves all rights to reproduce, transcribe or transmit such races and photographic images in its promotional activities directly by television or otherwise. Entries will be accepted only on the condition that the owner, jockey, trainer, groom and other employees of the owner or trainer consent to commercial use of any television or photographic images 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, the Horseman's Guide, 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 shall be prohibited from stabling at The Track.
11. No additions or improvements to the stalls or premises shall be made without prior written approval of AARD.
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. A fee of \$100 dollars per stall or \$500 per tack room will be charged if not cleaned at the end of the 2024 race meet.
13. All horses entering Ruidoso Downs Race Track, including pony horses, must have a negative Equine Piroplasmis test. Horses arriving from out of state or out of the area will be allowed to obtain a test and be cleared on a pending test. Test information will be supplied by the attending veterinarian. At this time the test is for Babesia equi (Theileria equi).
14. All Horses must be digitally tattooed before they can enter at the Track. Non-tattooed horses must be identified by AARD racing official with registration certificate.
15. Horses assigned stalls **SHALL NOT BE MOVED** 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 may be reassigned at the discretion of management.
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 to enter a race. 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 by AARD to have poor past performance.
21. Galloping of race horses in stock saddles will not be permitted and horses may be required to meet qualifying standards set by AARD.
22. Horsemen will be held financially responsible 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 employ.
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 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 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 denial of this application.
27. Stall bedding must be either baled or bagged. (Bulk delivery of shavings must be approved by Stall Superintendent.)
28. Vehicles in the stable area will be restricted as authorized by AARD.
29. No animals other than horses, goats and cats in barn area. No dogs, fowl or exotic animals in barn area.
30. All horses subject to a pre-race inspection by state, track vet, or other AARD personnel.
31. 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, Board of Stewards and AARD.
32. 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.
33. For any horse entered as a participant in a race conducted by AARD, said association reserves the right to set the appearance and arrival time for said horse. AARD, further reserves the right to do additional testing on all horses at any time while they are on the grounds of AARD, as well as any other rights said association has as a private property owner.
34. No horse walkers with 6 arms allowed on grounds without prior approval of Stall Superintendent.
35. Access to All-American Ruidoso Downs backstretch shall be restricted until all written consents are received permitting the simulcast export of the 2024 AARD race meet under the Interstate Horse Racing Act of 1978.

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 & Ruidoso Downs Horseman's Guide.

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Area Code & Phone Number (_____) _____ Mobile Number (_____) _____

(THIS APPLICATION WILL NOT BE CONSIDERED UNLESS SIGNED ABOVE)