

2019 Policies and Procedures for Ruidoso Downs Racing

1. Per NMAC rule (15.2.6.9 (J)), any race horse stabled at Ruidoso Downs, any horse with papers in the Ruidoso racing office, and any horse nominated to stakes race (whether stabled on grounds or not) will be subject to Out of Competition Testing (OOCT) by licensed NMRC personnel at any time.
2. Any horse which tests positive for a prohibited substance pursuant to OOCT (including any Class I or II drug, any blood or gene doping agents, clenbuterol, or any androgenic-steroidal agents as defined by the ARCI Uniform Classification Guidelines) will be put on the Stewards List for no less than 60 days and will only be considered for entry pending the outcome of further dispositive testing, (per NMMAC 15.2.6.9). NMRC rules are pending to create a zero-tolerance for Albuterol in post-race and out of competition testing but are expected to be done by May 10 opening.
3. All horses qualifying to a graded stakes race conducted at Ruidoso Downs will be subject to post race testing of blood and urine and OOCT using blood urine or hair testing procedures performed by the NMRC.
4. No horse will be eligible to compete in a stakes final, consolation or time trial event that has tested positive for any prohibited substance since its arrival to Ruidoso, or within 45 days of entry for such a race.
5. Any top-ten qualifier to a Grade 1 stakes event which becomes ineligible to enter the final will be replaced by the next fastest qualifier(s) per the conditions of the race.
6. Any horse entered or nominated to a stakes race at Ruidoso Downs will be subject to OOCT and post-race testing and subject to removal from the race card (scratched) in the event a positive test for a prohibited substance is detected.
7. All horses competing in time trials must be in the Ruidoso Stable area no later than ten (10) days prior to the race and all qualifiers must remain inside the Ruidoso stable enclosure through the running of the finals.
8. Owners or trainers have the right to refuse testing of any horse and will forfeit the opportunity to race that horse at Ruidoso Downs as a result.
9. Any licensed trainer of record which has a horse under his/her care which tests positive for a prohibited substance anywhere will be subject to removal from the track in addition to any disciplinary action taken by NMRC.
10. Any licensed horseman (owner, trainer, jockey, veterinarian) which has been subject to a disciplinary action related to prohibited substances by any recognized authority in any jurisdiction may be subject to additional scrutiny at Ruidoso Downs and may be refused entry to the grounds at Ruidoso Downs.
11. All horsemen, as a condition for participating in racing at Ruidoso Downs, will be required to sign and submit the [Acknowledgment of Conditions for Stabling of Horses](#) (see below) with their [Stall Application](#) and adhere to the [Ruidoso Gate Entry Policy](#) .

ACKNOWLEDGEMENT OF CONDITIONS FOR THE STABLING OF HORSES AT RUIDOSO DOWNS RACE TRACK

The undersigned (hereinafter "Trainer") acknowledges and agrees that he or she has read this document in its entirety and *knowingly, fully and freely*, agrees to abide by the terms and conditions hereof, and understands the consequences of failing to do so. **This is a legal document with serious legal consequences, and Trainer acknowledges the opportunity to consult with any counsel or advisor before signing below.**

This document outlines the obligations of Trainer in connection with the use of stall space, tack rooms, storage space and related spaces assigned to Trainer at Ruidoso Downs Race Track (the "Track") for race meets operated by All American Downs, LLC d.b.a. Ruidoso Downs or any affiliated entity (collectively the "Track"). It is specifically acknowledged by Trainer that neither this document nor any other act is intended to constitute, shall constitute, or has constituted a lease or the creation of a property interest in favor of trainer regarding any stall or barn space or property at the course. The use of any portion of the course and its enclosures and facilities by trainer, or those working for or under trainer's direction, is permissive only and is acknowledged to be pursuant to a license or permission granted by Track that is revocable at any time by the Track for any lawful reason whatsoever.

1. Trainer represents that he/she is a horse trainer licensed by the New Mexico Racing Commission ("NMRC"), and that at all times while on the Track's property Trainer will not then be prohibited by the State of New Mexico and the NMRC from performing his or her then activities. Trainer acknowledges that Trainer is familiar with the New Mexico Horse Racing Act and the Rules and Regulations of the New Mexico Racing Commission and agrees at all times to follow and abide by same. Trainer represents that the owners of all horses listed on the Stall Application provided concurrently, in the future, or who presently have horses stabled with Trainer on Track property pursuant to permission previously given by Track to Trainer, have authorized Trainer to sign this document and have agreed that to the extent their horses are trained by Trainer, said owners will be and are bound by these conditions. All reference herein to Trainer or to Trainer's horses, equipment, agents or employees, shall include said owners and their horses, equipment, agents and employees.
2. Trainer represents and assures to Track that all persons employed or retained by Trainer within the Track's property shall be properly and currently licensed by the NMRC for the services they are providing, and that all owners of horses entrusted to Trainer are licensed as such by the NMRC. Trainer represents that he/she is not a "silent" or "program" trainer for any other undisclosed person and is unaware of any person who is an unidentified or "silent" owner of any horse as to which Trainer is the trainer of record.
3. Trainer acknowledges and agrees that horse racing is an industry that involves wagering of millions of dollars by the public, which serve as the source of purses for the horse owners, revenues to the state of New Mexico, the payment of wagers to members of the public who hold winning pari-mutuel tickets, and revenues to the Track. Trainer acknowledges that the entire industry depends on the confidence of the public in racing and all aspects of racing. To ensure the integrity of all participants in horse racing, and in support of maintaining public confidence, Trainer acknowledges and agrees that the stalls, rooms, and all private property owned or leased by Track is subject to unannounced inspections and investigations by Track and by the NMRC, and consents to same. Trainer understands and acknowledges that Track will and can do whatever it deems best to ensure the integrity and public confidence in horse racing and that Track will and has zero tolerance for the use or possession of medications that are not authorized under the law. Any conduct which Track deems to be counter to the best interests of Track or horse racing, or any violation of any law or rule available to Track, or any right it has under the common law of New Mexico, may result in actions including, but not limited to the revocation of permission granted for stall or barn space, expulsion from the track property of any person, or **prosecution** according to available law.
4. Trainer understands and acknowledges that personal background checks and personal history investigations may be conducted on Trainer as part of the efforts to ensure honesty and integrity in racing, and Trainer consents to same. Trainer acknowledges that these actions may be undertaken independent

of, and in addition to, any similar actions performed by or required by the NMRC. Trainer agrees to cooperate with Track in any investigation it may undertake regarding anything that transpires on Track's property or affects Track or horse racing. Trainer acknowledges that there may be closed circuit video recordings within any portion of Track's property, including the barn/stall areas, specifically consents to same, and waives any right to privacy in connection therewith. Trainer agrees to immediately notify Track and the NMRC of any violations of law, rule or policy that Trainer becomes aware of regarding horse racing or pari-mutuel wagering at Track-operated property.

5. Trainer acknowledges that Track is a privately-owned entity and has the absolute right to exclude Trainer from Track property or to deny the use of stalls or any other facilities at the Track for any lawful reason. Within 48 hours of being notified by Track of Trainer's expulsion or denial of admittance to Track property, Trainer shall cause to have removed from the stalls, and any related space which was provided to Trainer, all horses and personal property. Upon such notice from the Track, and regardless of whether Trainer has caused the horses and property to be physically removed, Trainer shall not personally be permitted within Track's public or private enclosure or provide any services as a trainer at Track's property, regardless of whether Trainer believes the notice to be proper or improper. For avoidance of any doubt, Trainer acknowledges and agrees that if Trainer disputes such ejection notice for any reason whatsoever, Trainer will nonetheless vacate as requested, and shall not be permitted to be on Track's property until thereafter permitted by Track, or until a final adjudication by the NMRC or the court of last resort, as appropriate. Notification shall be provided by delivery of same to the responsible person at the stall area assigned to Trainer, personally delivered to the Trainer, or deemed to have been delivered to Trainer within 48 hours said notice has been delivered to the office of the Stewards assigned to oversee Track's operations by NMRC. In the event Trainer fails to vacate the licensed property within 48 hours after delivery, including the removal of horses and personal property, then Track shall be deemed Trainer's attorney in fact for the purpose of relocating and or selling the animals or property.
6. If Trainer received, or presently uses, allocated or assigned stalls and related facilities granted by Track, Trainer agrees immediately to inspect such stalls/facilities and report anything that is unusual or of concern. Track does not warrant that the stalls, tack room or other space allocated shall be fit for any particular use, and Trainer accepts them "as is". Trainer agrees that any such stalls, rooms, storage shall be used only for training and boarding related purposes. Trainer agrees that upon assignment of any stalls or related facilities by Track, Trainer shall immediately inspect all the stalls, tack rooms, and storage properties to ensure that there are apparent no violations of law or presence of illegal substances. If any illegal or inappropriate substances are discovered, or are hereafter discovered, Trainer *shall immediately* notify the Track, race track security, and the NMRC of the discovery.
7. Trainer will not padlock any stall at any time or lock any tack room. Trainer will ensure that at all times a responsible employee shall be present at the stall/barn area assigned to Trainer. Trainer acknowledges that Track is not and shall not be responsible for the care, custody or control of horses kept at Track's property. Trainer assumes full responsibility for the safety and well-being of all horses stabled by Trainer at Track's property, and agrees to take all reasonable measures to ensure the protection of such horses, including providing adequate supervision of the horse(s) and barn area, hiring competent personnel to care for the horse(s), and removing any hazardous condition from such stalls that is known to Trainer or Trainer's employees. Trainer agrees that if he/she believes that a hazardous condition should be remedied by Track, Trainer will promptly advise the Track in writing of any such condition.
8. Trainer acknowledges that Track considers each licensed trainer to be absolutely and strictly responsible for the conduct of employees and others providing services to Trainer within Track's property. This includes, but is not limited to, responsibility for an employee's possession of impermissible medications, personal conduct such as fighting or otherwise acting in a manner Track believes counter to the best interests of racing. This is not intended to hold Trainer responsible for professional negligence provided by a licensee, e.g. a veterinarian or farrier.
9. All stalls and related facilities shall be maintained in good condition by Trainer and all bedding and feed shall be maintained and stored properly in accordance with rules of the Track or industry standards of proper equine care. Trainer shall be solely responsible for any damage caused by Trainer. Trainer's

employees, or horses under the care of Trainer. This includes damages to persons or property, including Trainer's owners, guests or invitees, regardless of whether such persons are permitted to be in the Track. Trainer agrees to, and hereby does, indemnify Track and its employees, officers and owners from any and all claims or liability, of any kind whatsoever, that may arise as a result of any activities of Trainer, Trainer's employees, horses cared for or trained by Trainer, or by anyone else under the care or supervision of Trainer, including Trainer's owners, guests or invitees.

10. Trainer shall comply with all directives or requirements of the NMRC or Track regarding inoculations, testing and health care for horses and any other animals in their care, including but not limited to Coggins tests, vaccinations, testing for bicarbonate levels, and blood testing. Urine, blood, and or hair testing conducted either by NMRC or Track may be conducted at any time. There is a zero tolerance for Clenbuterol, Albuterol, Zilpaterol, Ractopamine, or any analogues of these substances. A positive test for these substances shall result in ejection and loss of racing privileges at Ruidoso Downs indefinitely in addition to any actions taken by NMRC.
11. Trainer acknowledges and understands that the permission granted by Track for stall space does NOT convey to Trainer the right to enter or race any horse in any race conducted by Track. All races and eligibility for races shall be governed by conditions published by the Track, and by the NMRC, as appropriate.
12. Trainer understands and acknowledges that while at Track's property there may be numerous hazards and risks of injury to Trainer, and Trainer's agents, owners, or employees, which hazards and risks are inherently incidental to accepting stalls at, training for, and participating in the horse racing at Track's property.
13. Trainer agrees to indemnify and hold harmless Track and its officers, directors, shareholders, owners, agents and affiliates against any and all claims, liabilities, losses, costs, damages and attorneys' fees incurred by reason of the negligence of Trainer or Trainer's agents, employees and invitees, or resulting from Trainer or Trainer's agents, employees and invitees, violation of the conditions set forth herein, the representations set forth herein, a violation of any adopted rules and conditions of the Track or any violation of law, including, but not limited to, violation of the rules and regulations of the NMRC and Track and violation of city and county fire, health or law enforcement, ordinances, rules and regulations. Trainer's indemnity shall not extend to liabilities, claims, losses damages or attorneys' fees arising out of the negligence or willful acts or omission of Track or its respective agents or employees.
14. Trainer will comply with all Rules and Conditions published by the Track from time to time, whether pertaining to stabling, training, entries or related, which Rules and Conditions will be posted at www.raceruidoso.com, in the condition book(s), or in the Racing Office.
15. Any and all privileges, access, stall space, or other accommodation provided by Track to Trainer shall not be assignable by Trainer to any other person or entity.

THIS DOCUMENT ACKNOWLEDGES THAT STALL SPACE USED BY TRAINER DOES NOT CREATE, AND HAS NOT CREATED A LEASE OF ANY SPACE, BUT IS MERELY A REVOCABLE LICENSE OR PERMIT.

Date: _____ TRAINER'S SIGNATURE: _____

PRINT NAME OF THE TRAINER: _____

MAILING ADDRESS OF TRAINER FOR DELIVERY OF NOTICES OR MAIL:

PHONE NUMBER: _____ EMAIL: _____