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# LIABILITY NOTICE

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In participating at Lone Star Park, applicant recognizes the risks of the activities to be conducted at the Racetrack by or on behalf of applicant, the owners of the horses named in this application and all other persons for whom applicant is acting (applicant and such owners and other persons are collectively referred to as "indemnifying parties"), and has determined that the facilities at the Racetrack are reasonably suited for all horse racing related activities to be conducted by or on behalf of any such parties. Lone Star Race Park, Ltd. (and its partners, officers, directors, agents, vendors, employees, contractors, visitors and licensees collectively "Lone Star") shall not be liable to any of the indemnifying parties or any of their 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 Racetrack premises under express or implied invitation of any of the indemnifying parties, or arising out of the use of the Racetrack premises and facilities by any of the indemnifying parties. The indemnifying parties hereby agree to release Lone Star from and to indemnify and hold Lone Star harmless from any liability, loss, expense or claims (including reasonable attorneys' fees) arising out of such injury or damage. The indemnifying parties shall not be liable to Lone Star or to any other person whomsoever entering the Racetrack premises under express or implied invitation of Lone Star, for any injury to persons or damage to property on the Racetrack premises or any adjacent area caused by the negligence or misconduct of Lone Star, and Lone Star agrees to release the indemnifying parties from and to indemnify and hold the indemnifying parties harmless from any liability, loss, expense or claims (including reasonable attorneys' fees) arising out of any such injury or damage. In the event of any inconsistency between these provisions and any mandatory provisions of the Texas Racing Act or Rules of Racing, the Texas Racing Act or Rules of Racing, as applicable, shall control. Further, these provisions shall be deemed to be amended to the extent of, and to be in compliance with, any mandatory provisions of any amendment to the Texas Racing Act or Rules of Racing. 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.