

### Special Notice for All Stakes

The rules of racing adopted by the Texas Racing Commission and Lone Star Park at Grand Prairie ("Lone Star") govern all races run at Lone Star. Nominations to this stake are received only with the understanding that the association reserves the right to refuse the nomination or to transfer any nomination for any cause and without notice to the subscriber. No nomination will be received except upon this condition. All disputes, claims and objections arising out of a race or with respect to the interpretation of the conditions of any stakes shall be decided by their stewards and their decision upon all points shall be final.

Lone Star reserves the right to divide the race in any manner deemed advisable with the total purse under these conditions divided proportionately, to reduce the amount of added or guaranteed money, or to cancel this stake at any time prior to the running thereof, without liability except for the return of the nomination and entry fees.

Nominations are made with the understanding that said nomination does not assure stall space for horses nominated. Application for stable space must be made to and approved by the Lone Star stall committee.

Lone Star reserves the right to transfer any turf stakes race to the main track when deemed necessary.

Earnings as reported by Equibase Company will be used when determining the preference of horses based on earnings.

In nominating for the stake, 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.

Subscriber, for himself, his agents and his employees hereby assign to Lone Star any and all right to motion pictures, television and radio broadcasting in connection with this race.