

COVID-19 NOTICE AND COVENANT NOT TO SUE, HOLD HARMLESS AND INDEMNITY AGREEMENT

Name of Indemnitee: Global Gaming LSP, L.L.C., a limited liability company and its members, partners, officers, directors, agents, vendors, employees, contractors, visitors and licensees (collectively referred to herein as "Lone Star")

Date: _____, 2020

I (PRINT FULL NAME LEGIBLY HERE) _____

am aware and have been notified that a National Emergency has been declared due to the pandemic of COVID-19. I understand that Lone Star is subject to orders, rules, regulation, ordinances and laws ("Orders") issued (and expected to be issued) by governmental entities, including, without limitation, City of Grand Prairie, Dallas County, Texas Racing Commission, Department of Public Safety, State of Texas and the United States dealing with responses to the pandemic and that Lone Star must do its best to comply with such Orders. In complying with such Orders, there could be major disruptions to the normal operations of Lone Star Park, including, without limitation, the cessation of any racing, training or boarding of horses. As an inducement and in consideration for Lone Star permitting you to move and board your horse(s) to/at Lone Star Park, you agree as follows:

I, the undersigned, am about to participate voluntarily in various activities, including stabling, training and racing horses at Lone Star Park. In consideration of Lone Star permitting me to participate in these activities, **I, for my heirs, successors, administrators, executors, and assigns, hereby covenant and agree that I will never institute, prosecute, or in any way aid in the institution or prosecutions of any demand, claim, or suit against Lone Star, for any cost, expense, loss, damage, or injury to my person or my employees (including death), or my property (including horses) which may occur from any cause whatsoever as a result of participation as a person permitted to race, train or board horses at Lone Star Park.**

If I or my heirs, administrators, executor, and assignees should demand, claim, sue or aid in any way in such a demand, claim or suit, I agree to indemnify Lone Star for all damages, expenses, and costs it may incur as a result thereof, including attorney's fees.

I understand and agree that I am assuming the risk of death, any personal injury or property damage to me, my business, my employees and my horses that may result while participating by racing, training or boarding horses at Lone Star Park, including such injuries or damage that may be caused by the negligence of Lone Star.

I also understand and agree that due to Orders, Lone Star may have to suspend some or all activities and in such event, I will be required to immediately move my horses from Lone Star at my sole cost and expense.

I also understand and agree that I may be held liable for damage or loss to Lone Star which is caused by my gross negligence, willful misconduct, fraud or refusal to comply with the Orders and changes that Lone Star may implement due to any such Orders.

In the event of an emergency, contact the following:

Name: _____

Phone Number: (____) _____

Address: _____

Date: _____

Signature of Participant: _____