

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of my qualifying as an insured under an accident and disability insurance policy maintained by **DAYTON REAL ESTATE VENTURES, LLC d/b/a HOLLYWOOD GAMING AT DAYTON RACEWAY (“Dayton Raceway”)** for drivers and trainers at Dayton Raceway in connection with the various activities in which I will be engaged at **Dayton Raceway** for the **2020** racing season, including but not limited to training, practicing with, caring for and racing horses and all related activities (collectively, the “Activities”), on behalf of myself and my personal representatives, spouse, assigns, heirs and next of kin:

1. **Acknowledgment of Inherent Risks.** I hereby acknowledge that horses, horse riding and racing, horse training and practicing, caring for horses and all other equestrian related activities are dangerous and involve risk of serious injury, death and/or property damage. I also understand that horses, even the most well trained: are often unpredictable and difficult to control and have the propensity to behave in ways that may result in injury, harm or death to persons on or around the horse; have unpredictable reactions to such things as sounds, sudden movements, unfamiliar objects, persons or other animals; are susceptible to certain hazards, such as surface or subsurface conditions and collisions with other horses or objects; and have the propensity to kick, bite, stamp, stumble, fall and rear, among other things. I also understand that equipment can fail, resulting in falling or loss of control, and that the Activities in which I am going to be engaged oftentimes result in a participant acting in a negligent manner that may contribute to injury, death or property damage. I acknowledge that I may be injured or die or suffer property damage as a result of my participation in the Activities, whether as a result of my negligence, the negligence of others or through no fault of myself or anyone else, because of the nature of the Activities. I also expressly acknowledge that injuries received may be compounded or increased by inadequate or negligent rescue operations or procedures or medical assistance.

2. **Assumption of Risk.** I expressly acknowledge and knowingly and voluntarily assume full responsibility for any and all known and unknown risks related to or arising from my participation in the Activities, including but not limited to the risk of death, serious bodily injury and property damage, whether caused by the negligence of the Released Parties (which term is defined in Section 3 below) or otherwise, except for acts or conditions directly caused by the intentional or willful misconduct of the Released Parties.

3. **Waiver and Release.** To the fullest extent permitted by law, I hereby waive any and all rights that I or my heirs, assigns, personal representatives or next of kin may have to make a claim against or sue **DAYTON REAL ESTATE VENTURES, LLC** its direct or indirect parent companies, subsidiaries, and landlords, and any of their respective officers, directors, shareholders, members, managers, employees and agents, and any affiliate of any of the foregoing (these parties are collectively referred to in this Agreement as the “Released Parties”), and I hereby release and discharge the Released Parties from any and all claims, liabilities, demands, losses or damages whatsoever, in each case arising from or in connection with my injury, death or property damage of any kind, whether caused or alleged to be caused by the negligence of the Released Parties or otherwise, except for acts or conditions directly caused by the intentional or willful misconduct of the Released Parties.

4. **Indemnification.** I hereby agree to indemnify and hold harmless each of the Released Parties from and against any and all losses, liabilities, damages or costs, including attorney’s fees and other litigation expenses, which any of them may incur as a result of claims brought against the Released Parties arising out of my injury or death or damage to my property or otherwise in connection with my participation in the Activities, whether caused by the negligence of the Released Parties or otherwise, except for acts or conditions directly caused by the intentional or willful misconduct of the Released Parties.

5. **Scope of Agreement; Severability.** I hereby agree that the waiver, release, and indemnification provisions of this Agreement extend to all acts of negligence by the Released Parties, including negligent rescue operations and procedures and medical assistance, negligent omissions, and is intended to be as broad and inclusive as is permitted by law. If any portion of this Agreement is held invalid or unenforceable, I agree that the remaining provisions of this Agreement shall continue in full legal force and effect.

6. **Binding Nature of Agreement; Governing Law.** I hereby agree that this Agreement shall be binding upon and enforceable against me, my personal representatives, spouse, assigns, heirs and next of kin, without limitation. I agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_  
READ AGREEMENT CAREFULLY BEFORE SIGNING

Signature of Witness: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**RELEASE MUST BE SIGNED PRIOR TO BEING PERMITTED TO RACE OR TRAIN ANY HORSE ON THE TRACK**

**RETURN TO RACING OFFICE ONCE SIGNED**