

## 2018 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 A 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).
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 stakes event which becomes ineligible to enter the final will be replaced by the next fastest qualifier(s) and a full field of ten finalists will compete.
6. Any horse entered or nominated to a stakes race at Ruidoso Downs will be subject to random selection by stewards or racing officials for post-race or OOCT 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 on the grounds 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 will be subject to removal from the track in addition to any disciplinary action taken by NMRC.
10. Any licensed horseman (owner, trainer, jockey) 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 BY TRAINER OF ANY PORTION OF THE COURSE AND ITS INCLOSURES AND FACILITES 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 TRACK FOR ANY REASON WHATSOEVER.*

1. Trainer represents that he or 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 Rules & Regulations, and agrees at all times to follow and abide by the laws of the State of New Mexico and the Rules and Regulations of the NMRC. 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 at the Track 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 shall be properly and currently licensed by the NMRC for the services they are providing, and that all owners for horses entrusted to Trainer are licensed as such by the NMRC. Trainer represents that he/she
3. is not a "silent" 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.
4. TRAINER ACKNOWLEDGES AND AGREES THAT HORSE RACING IS AN INDUSTRY THAT INVOLVES THE 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, PRIVATE PROPERTY AT THE TRACK IS SUBJECT TO UNANNOUNCED INSPECTIONS AND INVESTIGATIONS BY THE TRACK AND POSSIBLY 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 DOES HAVE A ZERO TOLERANCE FOR THE USE OR

POSSESSION OF MEDICATIONS THAT ARE NOT AUTHORIZED UNDER THE LAW OR ANY CONDUCT WHICH THE TRACK DEEMS TO BE INIMICAL TO THE BEST INTEREST OF THE TRACK OR RACING. THIS INCLUDES, BUT IS NOT LIMITED TO, REVOCATION OF ANY LICENSE OR PERMISSION GRANTED FOR STALL OR BARN SPACE OR THE EXPULSION FROM THE TRACK OF ANY PERSON OR ANY LAW OR RULE AVAILABLE TO TRACK, OR ANY RIGHT IT HAS UNDER THE COMMON LAW OF NEW MEXICO. **Trainer understands and acknowledges that personal background checks and investigations may be conducted on Trainer as part of the efforts to ensure honesty and integrity in racing, and consents to same, and that these may be undertaken independent of and in addition to anything required by the NMRC. Trainer agrees to cooperate with the Track in any investigations it may undertake regarding anything that transpires at the Track or affects the Track or horse racing. Trainer acknowledges that there may be closed circuit video recordings within any portion of the race track, including the barn/stall areas, and specifically consents to same and waives any right to privacy in connection therewith. Trainer agrees and undertakes immediately to notify the Track and the NMRC of any violations of law that Trainer becomes aware of regarding horse racing pari-mutuel racing at the Track.**

5. Trainer acknowledges that Track is a privately owned entity, and has the absolute right to exclude Trainer from the Track and deny the right to use stalls or any other facilities at the Track, other than on the basis of racial or sex discrimination. *Within 48 hours of being notified by the Track of Trainer's expulsion or denials of admittance to the Track, Trainer shall cause to have removed from the stalls or related space which is or may have been licensed or provided to Trainer, all horses and personal property. In the event of 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 in the Track or provide any services as a trainer at the Track, 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 a notice for any reason whatsoever, Trainer will nonetheless vacate as requested, and shall not be permitted to be on the Track until thereafter permitted by the Track or after 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 licensed, personally delivered to the Trainer, or deemed delivered 48 hours of said notice has been delivered to the office of the NMRC Stewards at the Track. 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 or related facilities, 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 at the Track, Trainer shall immediately inspect all the stalls, tack rooms, and storage properties to ensure that there are no violations of law or illegal substances. If any illegal or inappropriate substances are discovered, or are hereafter discovered, Trainer *shall without delay* notify the Track, race track security, and the NMRC of the discovery. Trainer will not padlock any stall at any time, or lock any tack room. Trainer will ensure that at all times there shall be present at the stall/barn area permitted to Trainer by Track a responsible employee. Trainer acknowledges that Track is and shall not be responsible for the care, custody or control of horses kept at the Track. Trainer assumes full responsibility for the safety and well-being of all horses stabled by Trainer at the Track, and agrees to take all reasonable measure for 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.

7. Trainer specifically acknowledges that the Track considers each licensed trainer to be absolutely and strictly responsible for the conduct of employees and others providing services to Trainer within the Track, while doing so within the Track. This includes, but is not limited to, being responsible for an employee's possession of impermissible medications, personal conduct such as fighting or otherwise acting in ways the Track believes inimical to the interest of racing. This is not intended to hold Trainer responsible for professional negligence provided by a licensee, e.g. a veterinarian or farrier.
8. All stalls and related facilities shall be maintained in good condition by Trainer, all bedding and feed shall be maintained and stored properly, and in accordance with any rules of the Track or standards of proper equine care in the industry. 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.
9. 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, testing for bicarbonate levels, and blood testing. Urine, blood, and or hair testing either by NMRC or the Track may be required at any time. There will be a zero tolerance for Clenbuterol, Albuterol, Zilpaterol, Ractopamine, or any analogues of these substances.
10. Trainer acknowledges and understands that the revocable license and permission granted by Track for stall space does NOT ensure Trainer the right to enter or race any horse in any race at the Track. All races and eligibility for races shall be governed by conditions published by the Track, and by the NMRC, if appropriate. Track reserves the right to divide the added money for any stakes that is run in more than one division.
11. Trainer shall not permit any animals, other than race horses, to be permitted at the Track without written authorization from the Track.
12. Trainer understands and acknowledges that while at the Track 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 the Track.
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 and the like, which Rules and Conditions will be posted at \_\_\_\_\_ In the event of questions directed to race track security, the number to contact is \_\_\_\_\_ With regard to questions to the Track, contact \_\_\_\_\_
15. Nothing in this revocable license or permit shall 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.

Dated: \_\_\_\_\_

TRAINER'S SIGNATURE: \_\_\_\_\_

PRINTED NAME OF THE TRAINER: \_\_\_\_\_

ADDRESS OF TRAINER FOR DEIVERY OF NOTICES OR MAIL:

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\_\_\_\_\_

TRAINER'S PHONE NUMBER: \_\_\_\_\_

TRAINER'S E-MAIL: \_\_\_\_\_