

RELEASE OF LIABILITY - 2023
Harrington Raceway, Inc. and Delaware State Fair, Inc.

THIS RELEASE MUST BE CAREFULLY READ AND SIGNED BY THE APPLICANT AND EACH USER (JOINTLY AND SEVERALLY, "THE USER") OF THE FACILITY AS HEREINAFTER DEFINED.

1. IN CONSIDERATION of being permitted to enter and use for any purpose the Delaware State Fair fairgrounds and the Harrington Raceway facility, including but not limited to any restricted area such as the racing surface, pit areas, infield, paddock area, grandstand area, shut-down area, and all walkways, concessions, and other areas appurtenant to any area where any activity related to an event shall take place (collectively the "Facility"), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in any event in the Facility, each of the undersigned User(s), for himself (or herself), his personal representatives, heirs, and next of kin, acknowledges, agrees and represents that User has, or will immediately upon entering the Facility or any restricted areas, and will continuously thereafter, inspect such areas and all portions thereof which he enters and with which he comes in contact; and User does further warrant that his entry and his participation, if any, in any event at the Facility constitutes an acknowledgment that User has inspected such areas and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, and he further agrees and warrants that if, at any time, he is in or about such areas and he feels anything to be unsafe he will refuse to participate further. In such event, User will immediately advise the officials of such unsafe situation and will leave the areas and not return.

2. EACH OF THE UNDERSIGNED USER (S) HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE THE PROMOTERS, PARTICIPANTS, RACING ASSOCIATION, SANCTIONING ORGANIZATION, OR ANY SUBDIVISION THEREOF, TRACK OPERATOR, TRACK OWNERS (INCLUDING BUT NOT LIMITED TO DELAWARE STATE FAIR, INC., HARRINGTON RACEWAY, INC., AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS), OFFICIALS, HORSE OWNERS, GROOMERS, TRAINERS, DRIVERS, ANY PERSONS IN ANY RESTRICTED AREA, SPONSORS, ADVERTISERS, OWNERS AND LESSEES OF PREMISES USED TO CONDUCT THE EVENT, PREMISES OR EVENT INSPECTORS, SURVEYORS, INSURERS, UNDERWRITERS, CONSULTANTS OR OTHER PERSON OR ENTITIES WHO GIVE RECOMMENDATIONS, DIRECTIONS, OR INSTRUCTION OR ENGAGE IN RISK EVALUATION OR LOSS CONTROL ACTIVITIES REGARDING THE PREMISES OR EVENT(S) AND EACH OF THEM, THEIR AFFILIATES, DIRECTORS, OFFICERS, AGENTS AND EMPLOYERS, ALL FOR THE PURPOSES HEREIN REFERRED TO AS THE "RELEASEES," FROM ALL LIABILITY to the undersigned User(s), his personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demands therefore on account of Injury to the person or property or resulting in death of the User, whether caused by the negligence or gross negligence of the "Releasees" or otherwise while the undersigned is in or upon the Facility or competing, officiating in, observing, working for, or for any purpose participating in any event at the Facility.

3. EACH OF THE UNDERSIGNED USER(S) HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE "RELEASEES" and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the Facility or in any way competing, officiating, observing, or working for, or for any purpose participating at any time in any event at the Facility and whether caused by the negligence or gross negligence of the "Releasees" or otherwise.

4. EACH OF THE UNDERSIGNED USER(S) ACKNOWLEDGES AND AGREES THAT THE EVENTS AND ACTIVITIES ENCOMPASSED HEREIN, AND THE USE OF THE FACILITY ENCOMPASSED HEREIN, ARE INHERENTLY DANGEROUS ACTIVITIES, AND USER ACCEPTS THE RISKS AND CONSEQUENCES OF SUCH EVENTS, ACTIVITIES AND USES. EACH OF THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF "RELEASEES" OR OTHERWISE while in or upon the Facility or while competing, officiating, observing, or working for, or for any purpose participating in any event at the Facility.

5. EACH OF THE UNDERSIGNED USER(S) expressly acknowledges and agrees that the events and activities encompassed herein, and the use of the Facility encompassed herein, are inherently very dangerous events, activities and uses, and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED USER(S) further expressly agrees that the foregoing release, waiver, and Indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Delaware, and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. Each of the undersigned User(s) agrees that he is not an agent, servant, or employee of any of the "Releasees."

6. Reference in this Agreement to any particular gender shall also include the opposite gender, as well as any entity on whose behalf this Agreement is executed.

7. EACH OF THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

8. If the undersigned is a stable/trainer or horse Manager or Owner, his signature further verifies that the Stable Roster set forth is a complete list of all grooms, trainers, owners, managers, employees and agents of such Manager/trainer or Owner in any way associated with the undersigned's presence or activity at or upon the Facility, and the undersigned hereby indemnifies and holds harmless the Releasees from any damages, claim made against, or damages or loss paid by the Releasees on account of the undersigned's failure or omission in completing the said list. The undersigned trainer represents that he/she is authorized to represent each horse listed and has provided a copy each to owner(s) of the horses who race and/or enter the Delaware State Fairgrounds and Harrington Raceway, Inc. The undersigned acknowledges that the Delaware State Fair and Harrington Raceway, Inc., its agents or employees will not be liable or responsible for any injury or loss suffered in any manner by or to the horse(s) or equipment or personnel including horses owners for the undersigned while on or off the premises or while being transported or while on the premises, irrespective of the cause of such injury or loss. The undersigned releases Harrington Raceway Inc. and the Delaware State Fair from and against all claims for injury or loss by or on behalf of the undersigned and hold the Delaware State Fair and Harrington Raceway, Inc., its agents and employees, free and harmless from all cost, loss, damage, liability or negligence of the undersigned or any of the undersigned's employees or agents.

Print Name _____

Signed _____ Date _____