

**APPLICATION FOR ACCESS
WAIVER AND RELEASE**

My name is _____.

I am signing this Application for Access Waiver and Release (this "Agreement") intending that it will be legally binding on me in order to obtain a revocable license to access certain restricted areas of the property located at 3001 Street Road, Bensalem, Pennsylvania (the "Parx Premises") owned by Bensalem Racing Association, Inc. and Keystone Turf Club, Inc. (collectively "Parx") so that I can engage in racing, training or other activities.

I am aware and acknowledge that participating in or being in the vicinity of horses in races or in training exercises, or otherwise working with or near horses or on the Parx Premises, is hazardous with the risk of serious injury or death. These risks include risks associated with the condition of the race track, stables, barns and adjacent areas and buildings, the presence of debris or objects on the race track and surrounding areas, the unpredictable behavior of horses as well as the presence of animals in addition to horses (whether domesticated or wild) or noise generating sources on or around the race track and the Parx Premises which may startle or "spook" horses at any time potentially causing injury to riders or persons in the vicinity. **I am fully aware of these risks and dangers and knowingly assume these risks. On behalf of myself and my spouse, heirs, executors and successors, I hereby (i) release the PARX Parties from and waive any and all claims for any injury suffered by me, while galloping/ponying/riding or being in the presence of horses on the Parx Premises; and (ii) assume the risk, and release and waive any and all claims against the Parx Parties for loss of use, injury or damage to horses under my control incurred while on the Parx Premises, unless such loss, injury or damage is caused by Parx's negligence.** Except as provided above, Parx and I agree that each shall be responsible for their own negligent acts and omissions to the same extent as provided by law. The Parx Parties shall mean Parx, all entities affiliated with Parx and each and all of their respective officers, directors, owners, administrators, agents and employees.

I agree that, except as expressly provided in this Agreement, any and all claims and disputes brought by me under this Agreement or which arise from or are related to my use or presence upon the Parx Premises against the Parx Parties shall be subject to final and binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association in Philadelphia. This agreement to arbitrate shall be governed by the Federal Arbitration Act ("FAA") and, to the extent applicable and not inconsistent with the FAA, the law of the Commonwealth of Pennsylvania relating to arbitration. I agree that I will not join with any other arbitration claimant, nor will I participate in any class action, collective action or multi-claimant proceeding in arbitration. The arbitration shall be subject to the same burdens of proof, legal principles and statutes of limitations as if the dispute were being heard in federal district court. Except as the parties may agree otherwise, the arbitration shall be heard by a single Arbitrator who is a member of the bar of the Commonwealth of Pennsylvania, actively engaged in the practice of law, with at least ten years of experience. The Arbitrator shall have no power to award exemplary, punitive or multiple damages. Each party shall bear its own counsel fees; however, the losing party shall bear all other costs of the arbitration. The Arbitrator shall have no authority to modify

the terms of this Agreement and shall have no power to rule on the scope or validity of this arbitration agreement.

Notwithstanding the foregoing, I agree with the Parx Parties that any claim for damages against the Parx Parties for my personal injury resulting from negligence or breach of a duty arising under law, may be brought and litigated by me only in the Court of Common Pleas of Bucks County, Pennsylvania, and if so brought will not be subject to the arbitration provisions of this Agreement. PARX shall have the absolute right to seek in a court to recover possession of or remove anyone from the PARX Premises or to seek a temporary restraining order, preliminary injunction, permanent injunction and/or specific performance, as appropriate. Any matters subject to the exclusive jurisdiction of the Pennsylvania Racing Commission shall be determined by such Commission.

This document may be translated into a language other than English solely for the convenience of the parties. Notwithstanding any translation, the English version of this document shall be the official version and shall constitute the contract between the parties.

WITNESS:

Signature:

Name Printed

Name Printed

PA Racing Commission License No.

DATED: _____