

2024 AARD SAFETY AGREEMENT

One agreement per stable for the 2024 season

As a condition to, and in consideration for the undersigned trainer (“**Trainer**”) being permitted to race, work, or train any horse, at AARD (including without limitation for purposes of this agreement the **Trainer** and the undersigned **Trainer’s attending veterinarian** (“**Attending Veterinarian**”) hereby agree to be bound by the following Conditions:

1. At all times, a horse must be in serviceable, sound racing condition in order to race, work or train on AARD Grounds. The Trainer acknowledges that it is his/her obligation to confirm the horse is in serviceable, sound racing condition in order to race, work or train on AARD Grounds.
2. Trainer will not enter a horse in any race UNLESS the horse has: (a) been examined by Trainer’s Attending Veterinarian during the three (3) days immediately preceding the entry to race for the express purpose of evaluating the horse’s fitness to race; and (b) been found fit to race by the Attending Veterinarian. This evaluation shall include, at a minimum, watching the horse jog. The Attending Veterinarian and Trainer are obligated to inform the AARD Veterinarian and the New Mexico Racing Commission official veterinarian (or his or her designee) (“**NMRC Veterinarian**”) of any changes in the horse’s fitness after entry through race day.
3. Pursuant to the regulations, a first-time starter four years of age or older and any previously raced horse that has not started in the last 365 days or more must (i) contact a NMRC Veterinarian to schedule an official work and (ii) be approved by such NMRC Veterinarian **PRIOR** to entry. Horses that have not raced within 150 days but have raced within 365 days may be evaluated by the AARD Veterinarian (or his or her designee) prior to entry in addition to all other regulatory requirements. Based upon that evaluation, the AARD Veterinarian may require the horse to work prior to being allowed to enter.
4. If the horse is required to work, it must meet the same requirements as a horse that is working off of the NMRC’s Official Veterinarian’s list. In addition, Trainer shall notify the AARD Veterinarian (or his or her designee) prior to resuming training of any horse placed on any regulatory veterinarian’s list on AARD Grounds.
5. Under no circumstances shall an examination conducted by a veterinarian who has **NOT** been identified as the Trainer’s Attending Veterinarian in compliance with these Conditions constitute a valid examination for purposes of determining a horse’s fitness to race, work or train.
6. AARD Veterinarian are entitled (but not obligated) to contact, without prior notice, Trainer’s Attending Veterinarian to confirm that examinations have been conducted pursuant to these Conditions and that any such examination meets AARD requirements and the AARD Veterinarian shall have the right (but not the obligation) to examine and review all records of examinations performed in accordance with these Conditions. Extenuating circumstances to the examination requirement of these rules will be handled by the AARD Racing Office in conjunction with the AARD Veterinarian on a case-by-case basis.
7. All horses entered to race at AARD, or are on AARD Grounds, are subject to: (a) veterinary inspections by the AARD Veterinarian and (b) veterinary monitoring. Trainer and Trainer’s staff will cooperate fully with all requests made by AARD, veterinarians and outriders.
8. As used herein, the term “**Attending Veterinarian**” shall include the undersigned veterinarian and any veterinarian who is a member of his/her veterinary practice.
9. If stabled on AARD Grounds, both Trainer and the Attending Veterinarian will abide by all rules and regulations of AARD, including, without limitation, (i) House Rules (including those relating to TCO2 or “**Milkshake**” testing and all medication, safety and integrity rules), (ii) other rules (including, without limitation, all rules set forth in AARD’s Condition Book, which can be found on AARD’s web- site, AARD’s Stall Application, the Rules of the Barn Area, and the Rules of the Track , security and investigation expenses and (iii) the rules and regulations of the NMRC (“**NMRC Rules**”) and the rules and regulations of the Horseracing Integrity and Safety Authority (“**Authority**”) (see www.HISA.us.gov) (the “**HISA Rules**”) (collectively, the NMRC Rules and the HISA Rules

are the “Regulations”), at any time adopted or as they may be amended, and all of which are hereby expressly incorporated by reference herein. The trainer and Attending Veterinarian shall be responsible for obtaining and becoming familiar with such rules and regulations.

- 10. Any failure by AARD to enforce any terms or conditions of this Agreement shall not constitute a waiver by AARD and shall not affect or impair this Agreement in any way, or the right of AARD at any time to enforce this Agreement. AARD’s approval or consent to any action proposed by Trainer or Attending Veterinarian shall not affect Trainer or Attending Veterinarian’s obligation to strictly comply with this Agreement.
- 11. Both Trainer and the Attending Veterinarian understand and acknowledge that these Conditions shall be in effect from the earliest date noted below through the end of 2024. And for Trainers that have horse(s) on AARD Grounds these Conditions shall be in effect from earliest date noted below and for so long as Trainer has horse(s) on AARD grounds.

By signing below, **Trainer** acknowledges and agrees that **Trainer** (a) has read and fully understands the Conditions and agrees to be bound by them, (b) will consult with **Trainer’s Attending Veterinarian** and the AARD Veterinarian if Trainer has any questions regarding such Conditions, and (c) will fully comply with the Conditions.

By signing below, the **Attending Veterinarian** acknowledges and agrees that he/she (a) is the **Attending Veterinarian** for the undersigned **Trainer**, (b) has read and fully understands the above Conditions and agrees to be bound by them, (b) will consult with the AARD Veterinarian if he/she has any questions regarding such Conditions, and (c) will comply fully with the Conditions.

Any change in the party that will be acting as the **Trainer’s Attending Veterinarian** requires **Trainer** and the **new Attending Veterinarian** to submit a fully executed copy of these Conditions to AARD’s Racing Office. These valid and signed Conditions must be on file PRIOR to the acceptance of any entry.

This agreement shall be governed by, and construed in accordance with, the laws of the New Mexico State Racing Commission, without regard to its conflict of law rules. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement. By signing this agreement each party represents and warrants that he or she is, on the date he or she signs the agreement, duly authorized agent by all necessary and appropriate action to execute this agreement on behalf of the horse(s) owners and does so with full legal authority.

The trainer signing this application represents that he is authorized by each owner listed on this application to sign this application and further, that he has signed this application on behalf of each such owner. By signing and submitting this Safety Agreement, the undersigned does hereby appoint the Ruidoso Downs Racetrack Horsemen’s Group to act as its sole and exclusive representative for the purposes of negotiating and executing the simulcast agreement consistent with the Interstate Horse Racing Act of 1978.

I have read and agree to the foregoing Conditions as of the date set forth below.	
Trainer	Attending Veterinarian
By: _____	By: _____
Name: _____	Name: _____
Date: _____	Date: _____
Cell: _____	Cell: _____
Email: _____	Email: _____
NMRC License #: _____	NM Vet License #: _____