WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

BATAVIA DOWNS

PARENT/GUARDIAN ACKNOWLEDGMENT OF RISKS, CONSENT, AND AGREEMENT FOR MINOR CHILD ACCESS TO BARN AREA

Batavia Downs is a harness-racing facility operated by Western Regional Off-Track Betting Corporation ("WROTB"). Access to the Barn Area is restricted and is not open to the general public. The child identified in this Agreement (the "Minor Child") may enter only with prior authorization from Batavia Downs, while accompanied and directly supervised by a parent or legal guardian, and only when the entry is permitted by applicable law, New York State Gaming Commission requirements, credentialing restrictions, Batavia Downs policies, and directives of authorized personnel. This form does not itself authorize entry or confer any license, credential, or right of access. The Barn Area is an active workplace containing horses, vehicles, equipment, and other hazards.

1. Minor Child Information

Minor Child's Full Name: _____

Date of Birth: _____

2. Parent/Legal Guardian Information

Full Name: _____

Address: _____

Telephone: _____

Email: _____

3. Emergency Contact

Name: _____

Relationship to Minor Child: _____

Telephone: _____

4. Definition of Barn Area

For purposes of this Agreement, "Barn Area" means all barns, shed rows, paddocks, stable roads, horse paths, parking areas serving the backstretch, and any other restricted backstretch areas designated by Batavia Downs.

5. Acknowledgment of Risks

I acknowledge and understand that the Barn Area is a working horse-racing environment and that permitted entry involves serious inherent and ordinary risks that cannot be completely eliminated through reasonable safety measures. The following list describes potential hazards and possible injuries so that I can make an informed decision about requesting access and supervising the Minor Child. This acknowledgment does not release Batavia Downs or WROTB from negligence and does not excuse negligent, reckless, or intentional conduct. The hazards and potential consequences associated with permitted entry include, but are not limited to:

- Horses that may kick, bite, rear, strike, stumble, bolt, or otherwise behave suddenly or unpredictably;
- Contact with horses, horse-drawn equipment, or horse-related activities;
- Moving vehicles, tractors, forklifts, golf carts, trailers, and other machinery;
- Stable, farm, racing, and maintenance equipment;
- Uneven surfaces, mud, ice, snow, water, debris, holes, pavement irregularities, and other walking hazards;
- Crowded conditions, restricted spaces, noise, dust, weather conditions, and animal-related hazards; and
- The potential for serious bodily injury, permanent disability, illness, death, or property damage.

I further acknowledge that horses are large and powerful animals whose behavior may be unpredictable and that no amount of training, supervision, or precaution can eliminate all risks associated with exposure to horses and horse-racing operations.

6. Parent/Legal Guardian Responsibilities

1. I accept responsibility for directly and continuously supervising the Minor Child while he or she is present in the Barn Area, and I will remain with him or her throughout the permitted visit.

2. I will keep the Minor Child within my sight and control at all times and will not leave him or her unattended.

3. I will ensure that the Minor Child complies with all Batavia Downs policies, posted rules, security requirements, and instructions issued by racing officials, security personnel, management, or other authorized representatives.

4. I will immediately remove the Minor Child from any area, or from the premises, when directed to do so by an authorized Batavia Downs representative.

5. I will not permit the Minor Child to handle, ride, lead, exercise, groom, feed, or otherwise work with a horse unless Batavia Downs has specifically authorized the activity and all licenses, parental consents, employment certificates, work permits, and other approvals required by applicable law and New York State Gaming Commission requirements have been obtained. This Agreement does not authorize any horse-related work or activity.

6. I will not permit the Minor Child to operate any vehicle, machinery, or equipment; enter any prohibited area; or engage in any activity prohibited by Batavia Downs policy or applicable law.

7. I understand that the Minor Child is present solely as my accompanied guest and is not authorized by this Agreement to act as an employee, independent contractor, volunteer, racing participant, horseperson, or person performing barn- or racing-related duties.

7. Compliance with Children in the Barn Area Policy

I acknowledge that I received a copy of the current Batavia Downs Children in the Barn Area Policy before signing this Agreement, have reviewed it, and agree to comply with it. I understand that a violation may result in immediate removal from the Barn Area and the temporary or permanent denial of future Barn Area access to the Minor Child or Parent/Legal Guardian.

8. Emergency Medical Authorization

If the Minor Child experiences an illness, injury, or medical emergency and I am unavailable, incapacitated, or otherwise unable to provide timely consent, I authorize emergency medical personnel to provide evaluation, treatment, and transportation reasonably considered necessary under the circumstances. This authorization does not require Batavia Downs or WROTB to provide medical care or transportation, does not limit any duty imposed by law, and does not make Batavia Downs or WROTB responsible for medical or transportation costs solely because assistance was requested or arranged.

9. Revocable Permission to Enter Barn Area

I understand that permission for the Minor Child to enter the Barn Area is a revocable privilege and not a right. Batavia Downs and WROTB may deny, restrict, suspend, or revoke access by the Minor Child or Parent/Legal Guardian at any time for safety, security, operational, regulatory, or policy reasons.

10. New York Law; Preservation of Nonwaivable Rights; Severability

This Agreement is governed by the laws of the State of New York. It is an acknowledgment of disclosed risks, a statement of the Parent/Legal Guardian's supervision responsibilities, and a condition of revocable access to the Barn Area. It is not a release of Batavia Downs or WROTB from negligence, does not waive or limit any claim belonging to the Minor Child, and does not require the Parent/Legal Guardian to indemnify or hold harmless Batavia Downs or WROTB. Nothing in this Agreement waives, releases, limits, or impairs any right or claim that cannot lawfully be waived, released, limited, or impaired under New York law. If any provision is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the extent permitted by law.

11. Acknowledgment and Voluntary Agreement

By signing below, I acknowledge and certify that:

- I am the parent or legal guardian of the Minor Child identified above and have authority to sign this Agreement;

- I have carefully read this Agreement in its entirety and understand its terms;
- I understand the nature of the Barn Area and the risks associated with entering it;
- I understand and accept my responsibilities for supervising the Minor Child;
- I have had the opportunity to ask questions and to seek independent legal advice before signing;
- I voluntarily request permission for the Minor Child to enter the Barn Area subject to all applicable rules, restrictions, and directives; and
- I understand that access may be denied or revoked at any time.

I certify that the information provided in this Agreement is true and correct.

The Minor Child is not being asked to waive any legal right or claim, and no signature by the Minor Child is required or requested.

12. Signatures

Parent/Legal Guardian Signature: _____

Printed Name: _____

Date: _____

Witness Signature: _____

Printed Name: _____

Date: _____

Batavia Downs Representative Acknowledgment of Receipt:

_____

Printed Name: _____

Date: _____

13. New York Notary Acknowledgment

State of New York)
County of Genesee) ss.:

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

Notary Public
My Commission Expires: _____