

**THIS IS A RELEASE OF LIABILITY
TRACK: MOHEGAN SUN AT POCONO DOWNS**

THIS SECTION MUST BE CAREFULLY READ AND SIGNED BY THE APPLICANT IN CONSIDERATION OF BEING PERMITTED TO ENTER FOR ANY PURPOSE THE MOHEGAN SUN AT POCONO DOWNS FACILITY, INCLUDING 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 to an event shall take place (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, for himself (or herself), his personal representatives, agents, heirs, and next of kin, acknowledges, agrees and represents that he 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 he does further warrant that his entry and his participation, if any, in any event at the Facility constitutes an acknowledgement that he has inspected, and will continue to inspect, such areas and that he finds and accepts the same as being safe and reasonably suited for the purpose 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 the event, will immediately advise the officials of such unsafe situation and will promptly leave the areas.

1. EACH OF THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE THE PROMOTERS, PARTICIPANTS, RACING ASSOCIATION, SANCTIONING ORGANIZATION, OR ANY SUBDIVISION THEREOF, TRACK OPERATOR, TRACK OWNERS, OFFICIALS, HORSE OWNERS, GROOMERS, TRAINERS, DRIVERS, ANY PERSON 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 PURPOSE HEREIN REFERRED TO AS THE "RELEASEES", FROM ALL LIABILITY to the undersigned, his personal representatives, agents, 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 undersigned, 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.

2. EACH OF THE UNDERSIGNED 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.

3. 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.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that activities at events can be very dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the Commonwealth, Province or State in which the event is conducted, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Each of the undersigned agrees that he is not an agent, servant or employee of any of the "Releasees".

Reference in this Agreement to any particular gender shall also include the opposite gender.

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

SIGNATURE