

Santa Anita Park
Terms and Conditions of Admission
("Agreement")

Effective September 15, 2023

PLEASE NOTE: This Agreement, as set forth below, contains among other provisions: (1) an express assumption of risk provision with respect to risk of bodily and property injury (Section 4(a)); (2) an express assumption of risk provision with respect to contraction of Covid-19 and other communicable diseases (Section 4(b)); (3) a release/waiver of liability and covenant not to sue provision (Sections 5(a)-(c)); (4) an indemnity provision (Section 5(d)); and (5) an individual (with waiver of class action) arbitration agreement provision (Section 8). YOU HAVE THE RIGHT TO REJECT THE ARBITRATION AGREEMENT, BUT YOU MUST EXERCISE THIS RIGHT PROMPTLY (SEE SECTION 8(b)).

PLEASE READ THE ENTIRETY OF SECTIONS 4, 5, AND 8 CAREFULLY. THESE SECTIONS AFFECT YOUR LEGAL RIGHTS.

TICKETS ARE NON-REFUNDABLE, EXCHANGEABLE, OR REDEEMABLE. EACH TICKET IS A REVOCABLE PERSONAL LICENSE THAT LIMITS THE HOLDERS' LEGAL RIGHTS.

1. **Definitions.** For purposes of this Agreement, "**Racetrack**" shall mean Santa Anita Park located at 285 West Huntington Drive, Arcadia, California 91007 (which includes, without limitation the outdoor areas, grandstand, clubhouse, box seats, dining areas, suites, and private/group viewing areas/rooms) and all surrounding areas, including, without limitation, the parking lots; "**LATC**" shall mean, individually and collectively, Los Angeles Turf Club, Incorporated and Los Angeles Turf Club II, Inc.; "**Event**" shall mean the day's race card or event to which admission is granted pursuant to this Agreement, including, without limitation, any and all entertainment, attractions, warm-ups, practices/training sessions, pre-race card, post-race card, or between-race activities, promotions, or competitions offered in connection with, or on the same day as, such day's race card or event and shall where applicable also include the Seabiscuit Tram Tour; "**Holder**" shall mean the ticket holder—which includes, without limitation tickets purchased online (either purchased directly from a Released Parties' (as defined below) website/application or any and all third-party websites/applications), admission purchased at the Racetrack, and persons entering the facility free of charge—on their own behalf and on behalf of any accompanying minor and/or legally incapacitated adult; "**Accompanying Party**" shall mean any accompanying party for whom Holder retains a ticket to attend the Event with Holder (each of whom Holder represents has authorized Holder to act on their behalf in accepting these ticket terms and conditions); "**Related Persons**" shall mean Holder's and any Accompanying Party's personal representatives, assigns, heirs, next of kin, and any other person or entity that may be entitled to make a claim on Holder's or any Accompanying Party's behalf; and "**Released Parties**" shall mean Los Angeles Turf Club, Incorporated, Los Angeles Turf Club II, Inc., Santa Anita Land Holdings LLC, TSG Developments Investments Inc., TSG Developments Land Holdings Inc., each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Released

Parties, general and limited partners, shareholders, directors, officers, employees, contractors, and agents of the foregoing entities.

2. Conditions of Admission.

a. By using this ticket and attending the Event, or otherwise being in, upon, or about the Racetrack, the Holder, on their behalf and on behalf of any Accompanying Parties, agrees to the following terms and conditions set forth in this Agreement. The Holder is solely responsible for reading and understanding this Agreement before using this ticket. This ticket grants to the Holder a revocable personal license, which is not transferable and may be terminated at any time by LATC by refunding the purchase price of this ticket to the original purchaser. In addition, LATC reserves the right, without refund of any portion of the purchase price, to revoke the license granted by this ticket and refuse admission or eject any person: (i) who violates the terms of this Agreement; (ii) who appears to be or is intoxicated; (iii) whose conduct is deemed by LATC to be improper, disorderly, or unbecoming; (iv) who uses vulgar or abusive language; (v) who, in the sole judgment of LATC is engaging in activity or causing a disturbance that prevents other attendees from fully enjoying the Event; or (iv) who is not permitted to be at the Racetrack by applicable law, rule, or regulation. Without limiting the foregoing, the foregoing in no way restricts or limits LATC's ability to permanently exclude a person from the Racetrack. All Event times are subject to change.

b. The Holder, on their behalf and on behalf of any Accompanying Parties, agrees that: (i) they shall not transmit or aid in transmitting any information about the Event, including, but not limited to, any account, description, picture, video, audio, reproduction, and/or any other information concerning the Event (collectively, the "Event Information"); (ii) LATC is the exclusive owner of all copyrights and other intellectual and property rights in the Event and Event Information; and (iii) LATC, and each of its respective past, present, and future subsidiaries, affiliates, agents, officers, employees and owners (collectively, the "LATC Entities") and the broadcast rights holders and certain current and future sponsors and licensees of such LATC Entities, shall have the unrestricted right and license to use and exploit, without compensation, the Holder's image, name, voice, likeness, and/or other proprietary or public rights, and/or those of any Accompanying Party, as they appear in any live or recorded telecast, broadcast, film, photograph, video, audio, audiovisual, or other recording made in connection with the Event or at the Racetrack in any manner, in all media, worldwide, in perpetuity, including, without limitation, in any advertisements and/or promotional materials for any of the aforementioned entities. The rights granted herein to the LATC Entities are assignable.

c. The Holder, on their behalf and on behalf of any Accompanying Parties, acknowledges and agrees to comply with: (i) all relevant policies and protocols issued by LATC and/or the Racetrack, including, without limitation, any policies and protocols regarding security, bags, fan conduct, and health and safety, all of which, due to the evolving nature of the COVID-19 pandemic, may continue to be updated from time to time between purchase of this ticket and the Event date, and (ii) all current guidance of the Centers for Disease Control and Prevention and all applicable laws and policies of federal, state, city, and local authorities.

d. The Holder, on their behalf and on behalf of any Accompanying Parties: (i) consents to allowing LATC to inspect the Holder and/or Accompanying Parties' person and/or any bags, clothing, or other articles for security purposes, whether by walk-through metal

detection, handheld metal detection, bag checks, pat down search, or otherwise, and (ii) acknowledges and agrees that the Holder and/or Accompanying Parties may be denied entry to or ejected from the Event if the Holder and/or Accompanying Parties, as applicable, is in possession of any prohibited item or any other item or object that LATC considers potentially dangerous, hazardous, inappropriate, and/or injurious to other patrons, and any such items or objects or any other prohibited items may be confiscated.

3. Fan Health. The Holder, on their behalf and on behalf of any Accompanying Parties, acknowledges and understands that, if infected with COVID-19 or other Communicable Disease (as defined at the conclusion of this Section), the Holder and/or any Accompanying Parties may infect others that they may subsequently come in contact with, even if they are not experiencing or displaying any symptoms of illness, and that the risk of exposure to others remains at all times. Accordingly, the Holder, on their behalf and on behalf of any Accompanying Parties, agrees that neither the Holder nor any Accompanying Party will attend the Event if within fourteen (14) days preceding the Event, they have:

- a. Tested positive or presumptively positive for COVID-19 or other Communicable Disease or been identified as a potential carrier of COVID-19 or other Communicable Disease, or
- b. experienced any symptoms commonly associated with COVID-19 or other Communicable Disease, or
- c. Been in direct contact with or the immediate vicinity of any person who is confirmed or suspected of being infected with COVID-19 or other Communicable Disease.

A “Communicable Disease” as used in this Agreement shall mean COVID-19, any strains, variants, or mutations thereof, the coronavirus that causes COVID-19, and/or any other communicable and/or infectious diseases, viruses, bacteria, or illnesses or the causes thereof.

4. ASSUMPTION OF RISK.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

a. ASSUMPTION OF RISK RELATED TO PERSONAL INJURY AND/OR PROPERTY DAMAGE. The Holder, on their behalf and on behalf of any Accompanying Parties, recognizes that attendance of the Holder and any Accompanying Parties at the Event and/or being in, upon, or about the Racetrack is voluntary and may result in personal injury (including death) and/or property damage and agrees to stay alert and remain aware of their surroundings and the surroundings of any Accompanying Parties. **By using this ticket and entering the Racetrack, the Holder, on their behalf and on behalf of any Accompanying Parties, acknowledges and understands that attendance at the Event, being in, upon, or about the Racetrack, and/or using any of the Released Parties facilities, services, or equipment is COMPLETELY VOLUNTARY and constitutes participation in a sports, entertainment, and/or recreational activity, and KNOWINGLY, VOLUNTARILY, and EXPRESSLY ASSUMES ALL RISKS AND DANGERS, known and unknown, associated with the Holder and/or any Accompanying Party: (i) being in, upon, or about the Racetrack; (ii) being a spectator before, during, and after the day’s race card (including, without limitation,**

any and all entertainment, attractions, warm-ups, practices/training sessions, pre-race card, post-race card, or between-race activities, promotions, or competitions offered in connection with such day's race card or event); and (iii) attending, observing, or participating in the Event, including, but not limited to, all activities, risks, and dangers occurring or originating on and off the multiple racing surfaces, spectator stands, concession areas, convenience areas, parking lots, and pedestrian areas, in each case, whether any such risk or danger occurs prior to, during, or subsequent thereto, including specifically (but not exclusively) thrown, dropped, or launched items; projectiles; persons; animals; other hazards or distractions; and any other incidents or accidents associated with crowds of people or the negligence or misconduct of other spectators. **The Holder, on their behalf and on behalf of any Accompanying Party, further agrees to assume full responsibility for, and risk of, bodily injury, death, or property damage for the foregoing even if such is caused in whole or in part by the sole, joint, or comparative passive, active, or affirmative negligence, or strict liability of the Released Parties or otherwise and that THE RELEASED PARTIES ARE NOT LIABLE FOR ANY INJURIES FROM SUCH CAUSES. Additionally, the Released Parties are not responsible for and assume no liability arising from fire, theft, damage to, or loss of the Holder's vehicle(s) or any article left therein.**

b. ASSUMPTION OF RISK RELATED TO COVID-19 AND OTHER INFECTIOUS AND/OR COMMUNICABLE DISEASES.

i. Covid-19 is an extremely contagious disease that can lead to severe illness and death. An inherent risk of exposure to Covid-19 and/or other Communicable Diseases exists in any public place regardless of precautions that may be taken. The Holder, on their behalf and on behalf of any Accompanying Parties, acknowledges and VOLUNTARILY AND EXPRESSLY ASSUMES ALL RISKS, known and unknown, that are in any way related to, or arising from, or in any way associated with, being exposed to or contracting Covid-19 or other Communicable Disease at the Racetrack even if such is caused in whole or in part by the sole, joint, or comparative passive, active, or affirmative negligence, or strict liability of the Released Parties or otherwise and that THE RELEASED PARTIES ARE NOT LIABLE FOR ANY INJURIES FROM SUCH CAUSES.

ii. By using this ticket, the Holder, on their behalf and on behalf of any Accompanying Parties, is acknowledging and confirming, both now and in the future, that the Holder and Accompanying Parties understands and expressly assumes the risk that the Holder and any Accompanying Party may be exposed to Covid-19 or other Communicable Disease. The Holder, on their behalf and on behalf of any Accompanying Parties, expressly understands that these risks include contracting Covid-19 or other Communicable Disease and the associated dangers, medical complications, and physical and mental injuries, both foreseen and unforeseen, that may result from contracting Covid-19 or other Communicable Disease. The Holder, on their behalf and on behalf of any Accompanying Parties, further acknowledges and understands that any interaction with the general public poses an elevated, inherent risk of being exposed to and contracting Communicable Disease, including, but not limited to, Covid-19, that it cannot be guaranteed that the Holder or any Accompanying Party will not be exposed, and that, as such, potential exposure to or contraction of Covid-19 or other Communicable Disease are risks inherent in the Holder's and Accompanying Parties decision to use this ticket that cannot be eliminated.

iii. The Holder, on their behalf and on behalf of any Accompanying Parties, agrees to comply with all related health & safety policies of LATC and the Racetrack.

5. RELEASE OF LIABILITY; COVENANT NOT TO SUE; INDEMNIFICATION.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

a. **BODILY AND PROPERTY INJURY RELEASE OF LIABILITY.** **The Holder, on their behalf and on behalf of any Accompanying Parties and their Related Persons, forever waives, releases, discharges, holds harmless, and covenants not to sue the Released Parties with respect to any and all claims, liabilities, losses, damages, or demands of whatever kind or nature, either in law or in equity, that may arise in connection with, or relate in any way to, any injury—known or unknown—to Holder and/or Accompanying Parties’ person (which includes, without limitation death, and exposure to or contraction of Covid-19 or other Communicable Disease) or property, whether caused, in whole or in part, by the sole, joint, or comparative passive, active, or affirmative negligence, or strict liability, of the Released Parties or otherwise while Holder or any Accompanying Party is:**

- i. **in, upon, or about the Racetrack;**
- ii. **using any Released Parties facilities, services, or equipment; or**
- iii. **participating in, or observing, the Event or any related activities arranged, promoted, and/or sponsored by the Released Parties.**

b. **PERSONAL RIGHTS RELEASE OF LIABILITY.** **Without limitation to subsection (a) above, the Holder, on their behalf and on behalf of any Accompanying Parties and their Related Persons hereby releases, forever discharges, and covenants not to sue the Released Parties from and against any and all claims that the Holder and/or any Accompanying Party has or may have for invasion of privacy, defamation, violation of any right of publicity, right of privacy, or any other cause of action arising out of the production, reproduction, distribution, transmission, publication, public performance, broadcast, or exhibition of the Event and/or the happenings at the Racetrack and/or any advertisements, promotions, content, programs, and/or materials in which recordings or photographs of the Holder or any Accompanying Party from the Event appear.**

c. **CALIFORNIA CIVIL CODE 1542 WAIVER.** **The Holder, on their behalf and on behalf of any Accompanying Parties and their Related Persons, further acknowledges and agrees that they are familiar with and hereby expressly and intentionally waive the provisions, rights, benefits, and protections which they may have now, or in the future may have, of Section 1542 of the California Civil Code which provides as follows:**

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR

HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

d. **INDEMNIFICATION.** The Holder, on their behalf and on behalf of any Accompanying Parties and their Related Persons, hereby agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all demands, suits, claims, costs (including reasonable attorneys' fees and expenses), expenses, and liability arising out of, incidental to, or related in any way to: (i) the Holder's and/or any Accompanying Party's attendance at, observation of, and/or participation in the Event; (ii) the Holder's and/or any Accompanying Party's acts or omissions; (iii) Holder's and/or any Accompanying Party's presence in, upon, or about the Racetrack or in any way observing or using any facilities or equipment of the Racetrack or the Released Parties whether caused, in whole or in part, by the sole, joint, or comparative passive, active, or affirmative negligence, or strict liability, of the Released Parties or otherwise; or (iv) the Holder's breach of any of the terms, conditions, or representations made in this Agreement.

e. **FULLEST EXTENT PERMITTED BY LAW.** The acknowledgements and express assumptions of risk, waivers of claims, and releases of liability contained in this Agreement are intended to be binding and full waivers of claims and releases of liability and shall be interpreted to be as broad and inclusive as is permitted by the law of the State of California. If any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

f. **VOLUNTARY RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION.** Holder, on their behalf and on behalf of any Accompanying Parties, acknowledges and agrees the releases and waivers of liability, and indemnification provisions, set forth in this Section 5 have been entered into VOLUNTARILY and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

g. **ACKNOWLEDGMENT.** HOLDER, ON THEIR BEHALF AND ON BEHALF OF ANY ACCOMPANYING PARTIES, ACKNOWLEDGES TO HAVE CAREFULLY READ THE RELEASES AND WAIVERS OF LIABILITY SET FORTH IN THIS SECTION 5 AND FULLY UNDERSTANDS THAT IT IS A RELEASE OF LIABILITY AND THAT HOLDER, ON THEIR BEHALF AND ON BEHALF OF ANY ACCOMPANYING PARTIES, AND/OR RELATED PERSONS, IS WAIVING ANY RIGHT THAT HOLDER OR ACCOMPANYING PARTIES, AND/OR RELATED PERSONS, MAY HAVE TO BRING A LEGAL ACTION TO ASSERT A CLAIM AGAINST THE RELEASED PARTIES FOR THEIR WHOLE OR IN PART, SOLE, JOINT, OR COMPARATIVE PASSIVE, ACTIVE, OR AFFIRMATIVE NEGLIGENCE, OR STRICT LIABILITY, OR OTHERWISE.

h. **MINORS AND INCAPACITATED ADULTS.** If minor(s) and/or legally incapacitated adult(s) are accompanying the Holder to the Event, the Holder is deemed to have given all of the foregoing grants of rights, releases, and waivers on behalf of such minor(s) and/or legally incapacitated adult(s), as their parent or guardian or as the authorized agent of their parent or guardian. If the Holder does not consent to grant or is not authorized to grant such rights, releases, and waivers on behalf of the accompanying

minor(s) and/or legally incapacitated adult(s), the Holder must immediately leave the Racetrack with the minor(s) and/or legally incapacitated adult(s).

6. **Refund/Cancellation Policy.** This ticket is good only for the particular Event stated on the front of this ticket and no part of the purchase price will be refunded by reason of the failure of the Holder to use it for such Event. All pre-race card or post-race card events at the Racetrack, including, but not limited to, pyrotechnic displays, post-race card concerts, or other promotions are subject to cancellation. No part of the ticket purchase price will be refunded in the event of such cancellation. If the race card for which this ticket grants access is not conducted (“Cancelled Day”), this ticket may be exchanged at the Racetrack, at any time after the date of the Cancelled Day, for an individual ticket of equal or lesser face value for a future non-special event race day (subject to prior sales and ticket availability). In no instance shall this ticket be exchangeable for a ticket with a face value greater than the face value of the ticket. No cash refund or credit will be issued and this ticket may not be applied to any account balance.

7. **Giveaway Policy.** While supplies last at the Holder’s point of entry. Giveaways are limited on case-by-case basis, unless otherwise noted. Only one giveaway per person will be given to the Holder of the ticket upon entering or exiting the Racetrack; such method of distribution will be determined by LATC at their sole discretion. If Holder does not attend, Holder forfeits their right to receive the giveaway. Schedule subject to change without notice.

8. **ARBITRATION AGREEMENT & CLASS ACTION WAIVER.**

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

LATC cares deeply about maintaining good relationships with fans. If you have a problem with your ticket and/or those of any Accompanying Party or the Event, a telephone call to customer service may resolve the matter quickly and amicably. **Holder, on their behalf and on behalf of any Accompanying Parties and Related Persons, agrees that any dispute not resolved informally shall be resolved in accordance with the following MANDATORY arbitration and class action waiver provisions (“Arbitration Agreement”). AGREEING TO ARBITRATION IS AN IMPORTANT DECISION. ARBITRATION WILL RESOLVE DISPUTES THAT WOULD OTHERWISE BE RESOLVED IN A COURT OF LAW. BY AGREEING TO ARBITRATE YOU ARE GIVING UP YOUR RIGHT TO SUE IN COURT. YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT, BUT YOU MUST EXERCISE THIS RIGHT PROMPTLY.** (See Section 8(b)).

a. **Arbitration. Unless otherwise prohibited by law, the Holder, on their behalf and on behalf of any Accompanying Parties and Related Persons, and the Released Parties AGREE TO ARBITRATE ALL CLAIMS AND DISPUTES relating in any way to: (i) the Holder’s purchase or use of this ticket and/or those of any Accompanying Party, (ii) the Holder’s and/or any Accompanying Party’s participation in, attendance at, and/or observation of the Event, (iii) this Agreement, (iv) any related dealings between them, including, without limitation, claims of bodily injury (including death) or property damage arising out of the Holder’s and/or Accompanying Party’s being in, upon, or about the Racetrack or attendance at and/or participation in the Event, (v) any claim based on contract, tort, equity, or statute, and (vi)**

the determination of the validity, interpretation, or scope of the parties' agreement to arbitrate (individually and collectively the "Arbitration Claims"), through **binding individual arbitration** (which precludes Holder, Accompanying Party, and/or Related Person from bringing any class, collective or representative action against the Released Parties) conducted in the City and County of Los Angeles, California, administered by and in accordance with the Streamlined Arbitration Rules and Procedures of JAMS or, if such rules no longer exist, the then-existing rules of practice and procedure of JAMS (both sets of rules are collectively referred to as the "Rules of JAMS"), and judgment upon any award rendered by the arbitrator may be entered by any state or federal court having jurisdiction thereof. The arbitrator shall be a retired California or federal judge selected in accordance with the Rules of JAMS. The arbitrator and not a jury will decide the dispute. The Holder or Accompanying Party (or Related Party) will be responsible for paying its share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees Holder or Accompanying Party (or Related Party) would have incurred if it had brought a claim in court. LATC will be responsible for any additional arbitration fees. LATC will consider in good faith making a temporary advance of the Holder's, or Accompanying Party's (or Related Party's) share of any arbitration fees or paying for the reasonable fees of an expert appointed by the arbitrator for good cause. Except as otherwise required by law, the parties agree that the arbitration procedure will be confidential, and all conduct, statements, promises, offers, views, and opinions, oral or written, made during the arbitration by any party or a party's agent, employee, or attorney will remain confidential and, where appropriate, will be considered work product and privileged, and the existence and the results of the arbitration will be maintained by the parties and their respective agents, employees, and attorneys as confidential at all times. The arbitrator in an arbitration proceeding shall have the power to award any relief that would have been available in court, provided that the arbitrator's authority is limited to the Holder, any Accompanying Party, Related Party, the Released Parties, and their affiliates alone, except as otherwise specifically stated herein and each party shall bear their own attorney's fees and costs (attorney's fees and costs shall not be awarded to the prevailing party unless attorney's fees and costs could be awarded by statute if the case were brought in court). No arbitration decision will have any preclusive effect as to non-parties. The arbitrator's decision shall be final and binding. Notwithstanding any other provision, the parties agree, and Holder on behalf of the Accompanying Parties agree, that this Arbitration Agreement extends to any other parties involved in any Arbitration Claims, including, but not limited to, any Accompanying Party, guests of the Holder, including guests who are minors and/or legally incapacitated adults, the Released Parties, and that any Arbitration Claims brought by or against such parties shall be settled under this Arbitration Agreement. This Arbitration Agreement shall take precedence over the rules of the arbitration organization or arbitrator in the event of any conflict. You may obtain information about arbitration, arbitration procedures, and fees from JAMS by calling 800-352-5267 or visiting www.jamsadr.com.

b. **Rejection of Arbitration Agreement. YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT, BUT YOU MUST EXERCISE THIS RIGHT PROMPTLY.** If you do not wish to be bound by this Arbitration Agreement, you must notify us in writing by either (i) mailing a written opt-out notice, postmarked on or prior to the date of the Event to Los Angeles Turf Club, Incorporated, Attn: General Counsel, Re: Arbitration Opt-Out, 285 West Huntington Drive, Arcadia, CA 91007, or (ii) emailing a notice to legal@santaanita.com on or prior to the date of the Event with the subject of the email being "Arbitration Opt-Out". For the opt-out to be effective, the notice must include: (A) your full name, (C) address, (C) date the notice is sent, (D) date of the Event or

Seabiscuit Tram Tour, and (E) the statement “I reject the Arbitration Agreement contained in my Santa Anita Park Ticket Agreement.” If you exercise the right to reject arbitration, the other terms of this Agreement shall remain in full force and effect as if you had not rejected arbitration.

c. **CLASS ACTION WAIVER (“Class Action Waiver”)**. The parties agree, and Holder on behalf of the Accompanying Parties agrees, that in any Arbitration Claim to be resolved by arbitration, neither the Holder, any Accompanying Party, Related Party, nor Released Parties will be able to have a court or jury trial or participate in a class action or class arbitration. Other rights that parties would have in court will not be available or will be more limited in arbitration, including the right to appeal and discovery rights. **Each party, and Holder on Accompanying Parties behalf, understands and agrees that by requiring each other to resolve all disputes through individual arbitration, each party is waiving the right to a court or jury trial. ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, representative action, class arbitration or any similar proceeding.** The arbitrator(s) may not consolidate the claims of multiple parties.

d. **Small Claims**. Notwithstanding any other provision herein, the Holder, Accompanying Party, Related Person, and Released Parties may seek relief in a small claims court for Arbitration Claims within its jurisdiction. In addition, the Holder and LATC each may exercise any lawful rights to seek provisional remedies or self-help, without waiving the right to arbitrate by doing so. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Agreement.

e. Prior to bringing a claim under this Arbitration Agreement, the claimant shall give the other party or parties written notice of the Arbitration Claim (a “Claim Notice”) and a reasonable opportunity, not less than thirty (30) days, to resolve the Arbitration Claim. Any Claim Notice to LATC shall be sent by mail to Los Angeles Turf Club, Incorporated, Attn: Legal Department, Re: Ticket Claim Notice, 285 West Huntington Drive, Arcadia, CA 91007. Any Claim Notice sent by LATC shall be sent to Holder, Accompanying Party, or Related Party, as applicable, to the address associated with purchasing the ticket or such other more up-to-date address that LATC has on record for the applicable party. Any Claim Notice must (i) identify the claimant by name, address, email address, and telephone number; (ii) explain the nature of the Arbitration Claim and the relief demanded; and (iii) be submitted only on behalf of the claimant, and not on behalf of any other party. The claimant must reasonably cooperate in providing any information about the Arbitration Claim that the other party reasonably requests and must give the other party a reasonable opportunity to respond to the demand for relief.

f. **If minor(s) and/or legally incapacitated adult(s) are accompanying the Holder to the Event, the Holder is deemed to have agreed to this Arbitration Agreement on behalf of such minor(s) and/or legally incapacitated adult(s), as their parent or guardian or as the authorized agent of their parent or guardian. If the Holder does not consent to grant or is not authorized to make such agreement on behalf of the accompanying minor(s) and/or legally incapacitated adult(s), the Holder must immediately leave the Racetrack with the minor(s) and/or legally incapacitated adult(s).**

9. Additional Terms.

a. Governing Law. This Agreement, including all matters of construction, validity, and performance, shall be governed, construed, and enforced in accordance with the laws of the State of California and any applicable federal law as applied to contracts executed and to be fully performed in California by citizens of California and without reference to principles of conflicts of law. Without limiting the effect of the Arbitration Agreement, each party hereby expressly waives any and all rights that it may have to make any objections based on jurisdiction, venue, or sufficiency of process to any suit brought to enforce the terms of this Agreement, and each party hereto agrees to venue in Los Angeles County, California.

b. This Agreement and all the terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

c. Severability. If any term, condition, or provision of this Agreement is held to be illegal, invalid, or unenforceable, such term, condition, or provision shall be severed from this Agreement and the remainder of this Agreement will not be affected by such illegality, invalidity, or unenforceability, but will continue to be valid and enforceable to the fullest extent permitted by law.

d. Waiver; Remedies. The failure by one party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver by one party of a breach by the other party be considered a waiver of any or all subsequent breaches by the breaching party. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties, or otherwise.

e. No Third-Party Beneficiaries. Except with respect to the indemnification obligations set forth in this Agreement, the provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than Holder, Accompanying Parties, Related Persons, or the Released Parties. Except for Holder, Accompanying Parties, Related Persons, or the Released Parties no party shall have any right to rely upon or enforce any of the terms and provisions of this Agreement other than the indemnification obligations set forth in this Agreement.

f. Survival. In addition to any other survival clause set forth elsewhere in this Agreement, Sections 4, 5, and 8 of this Agreement shall survive the termination of this Agreement, the conclusion of the Event, and/or the bankruptcy or insolvency of a party (to the extent permitted by applicable law).

g. Conflict in Terms. In the event that the terms and conditions in this Agreement conflict with the terms and conditions of any third party that sells tickets to the Event (e.g., Ticket Master, Groupon, etc.), the terms and conditions set forth in this Agreement shall control.

h. No Third-Party Beneficiaries. Except with respect to the indemnification obligations set forth in this Agreement, the provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than the Released Parties and Holder. Except for Released Parties and Holder, no party shall have any right to rely upon or enforce any of the terms and provisions of this Agreement, other than the indemnification provisions set forth in this Agreement. The Parties agree and acknowledge that allowing a third-party to bring its own breach of contract action against a Party, or to rely upon any of the provisions of this Agreement, other than a third-party seeking to enforce an indemnification provision set forth in this Agreement, would be inconsistent with the objectives of the contract and the intent and expectations of the Parties.