

Section 2: Language/Interpreter

17 Do you need a language interpreter to fully understand the terms of the Voluntary Exclusion Program? Yes No

18 (If no:) By writing my initials in the box below, I confirm that I understand and speak the English language, which is the language used for this Voluntary Exclusion Application and Agreement.

Initials:

19 (If yes:) I request the assistance of an interpreter to fully understand this Voluntary Exclusion Application and Agreement for the following language:

Interpreter Information:

Full name of interpreter:

First name Last name

Company interpreter is employed by:

Business address:

Street or PO Box

City State Zip Code

Business phone number: (____)____-____-____

INTERPRETER AFFIRMATION

[Agent: If service is by phone, ask interpreter to read this statement out loud and provide ID number in lieu of written signature.]

I, _____, affirm and attest that I have served as an interpreter to assist the applicant in completing this Voluntary Exclusion Application and Agreement. I affirm and attest that I have completely and accurately communicated all explanations and instructions from the KRGC employee/agent and all questions or statements from the applicant. The individual requesting enrollment in the Voluntary Exclusion Program has informed me that he/she understands the documents I have assisted in explaining; has signed them in a sober and informed condition; and requests to be enrolled in the Voluntary Exclusion Program.

Signature of Interpreter or ID Number if serviced by phone

Month / Day / Year

20 [Interpreter: Read this statement to the applicant and instruct them to initial the box if they understand and agree.] By writing my initials in the box below, I (the VEP applicant) understand and agree that this Voluntary Exclusion Application and Agreement were written and executed in the English language and that an interpreter was provided only so that I could fully understand the responsibilities and consequences of enrolling in the Voluntary Exclusion Program. I understand and agree that English shall be the binding and controlling language for all matters, notwithstanding any interpreter's verbal translation of this Agreement into any other language.

Initials:

Section 3: Voluntary Exclusion Program Acknowledgements

21 Are you presently under the influence of any alcoholic beverages, controlled substances, prescription medication, or other intoxicating substances? Yes No
(If yes, terminate the interview.)

22 Are you sober and able to make an informed decision on whether to enroll in the Voluntary Exclusion Program? (If no, terminate the interview.) Yes No

23 Are you completing this Voluntary Exclusion Application and Agreement of your own free will? Yes No
(If no, terminate the interview.)

24 Do you understand that if you enroll in the Voluntary Exclusion Program, then you will be excluded from all current and future Kansas gaming and racetrack facilities under the

KRGC's jurisdiction, which includes the following facilities:

- Boot Hill Casino & Resort, Dodge City
- Hollywood Casino at Kansas Speedway, Kansas City
- Kansas Star Casino, Mulvane
- Kansas Crossing Casino, Pittsburg Yes No

25 Do you understand that enrolling in the Kansas Voluntary Exclusion Program will **not** exclude you from any tribal casinos operating in Kansas? Yes No

26 Do you understand that according to the terms of the Voluntary Exclusion Agreement, it is **not** the KRGC's, the facility managers', or their employees' responsibility to stop you from entering a Kansas gaming facility? Yes No

27 Do you understand that if you enroll in the Voluntary Exclusion Program and are discovered in a Kansas gaming facility, then you will be required to forfeit all gaming chips, gaming tickets, prizes, jackpots, and other winnings? Yes No

28 Do you understand that if you enroll in the Voluntary Exclusion Program and are discovered in a Kansas gaming facility, then you may be arrested and prosecuted for Criminal Trespass under K.S.A. 21-5808? Yes No

29 Do you understand that by enrolling in the Voluntary Exclusion Program, you are authorizing the KRGC to release the contents of your Voluntary Exclusion Application and Agreement to all Kansas gaming facilities for the purpose of enforcing the terms of the program? (No one else may access the information in your Voluntary Exclusion Application and Agreement, including family members, employers, prospective employers, or members of the public except with your consent or an order from the court, or as a result of an arrest for criminal trespass.) Yes No

30 Do you understand that gaming facility managers and their employees have the right to communicate information in your Voluntary Exclusion Application and Agreement to entities affiliated with the facility manager that have a need to know the information for the purpose of enforcing the terms of the program? Yes No

31 Do you understand that releasing the information in your Voluntary Exclusion Application and Agreement to all gaming facilities may result in your being denied service or access to gaming and other entertainment facilities at affiliated gaming facilities in other states or locations? (For example, if a Kansas gaming facility manager owns or manages another casino or racetrack in another state, the gaming facility manager may choose to deny you service at all of its locations.) Yes No

32 Are you required to enter a Kansas gaming facility in the performance of your job duties? Yes No

If yes, provide the following information:

Employer: _____

Job Title: _____

KS Gaming License No.: _____

33 Do you understand that you may only petition the Executive Director of the KRGC for removal from the Voluntary Exclusion list after two years from the original date of this application? Yes No

34 Do you understand that if you choose to enroll in the Voluntary Exclusion Program for two years that you will **NOT** automatically be removed from the Voluntary Exclusion list after the two year period has passed and that you must complete a removal process to become eligible to be removed from the program? Yes No

35 Do you understand that you will remain on the Voluntary Exclusion list until you have completed the removal process, which includes meeting with a problem gambling counselor, and have received a mailed notice from the Executive Director confirming your removal? Yes No

36 Do you understand that the Executive Director has the authority to approve or deny any petition for removal from the Voluntary Exclusion Program? Yes No

37 Do you understand that if you remove yourself from the Voluntary Exclusion Program, you can enroll again at any time for another period of two years or life? Yes No

38 Do you understand that enrolling in the Voluntary Exclusion Program is not considered treatment and that the KRGC recommends that you seek treatment from a problem gambling counselor by calling the Kansas Problem Gambling Helpline at 1-800-522-4700? Yes No

39 Do you understand that it is your responsibility to provide the KRGC with updated information regarding any information provided on this application, including name and address changes? Yes No

40 Do you understand that if you fail to provide any information or complete any forms required for the Voluntary Exclusion Program that it may result in you being denied placement on the Voluntary Exclusion list? Yes No

41 Do you have any questions that the KRGC agent/employee has **not** answered to your satisfaction regarding the terms of the Voluntary Exclusion Program that prevents you from making an informed decision on whether to complete and sign this Voluntary Exclusion Agreement? Yes No

(If yes, please ask those questions at this time. Discuss your questions with the agent until you are satisfied that you fully understand the terms of the program and can make a fully informed decision about completing and signing the agreement.)

By writing my initials in the box below, I acknowledge that I understand all of the questions above, have reviewed the KRGC agent's/employee's responses, and affirm that the correct boxes were checked.

Initials:

Section 4: Waiver and Release

I release and forever discharge the state, the Kansas Racing and Gaming Commission, and its employees and agents from any liability to me and my heirs, administrators, executors, and assignees for any harm, monetary or otherwise, that may arise out of or by reason of any act or omission relating to this request for enrollment in the Voluntary Exclusion Program including the following: (A) the list's processing or enforcement; (B) the failure of a gaming facility or operating agent to withhold direct marketing or check cashing to a voluntarily excluded person; (C) disclosure of information contained in the Voluntary Exclusion Application and Agreement, except for willfully unlawful disclosure of such information to persons other than entities under the jurisdiction of the commission; or (D) the dissemination of confidential information contained on the Voluntary Exclusion list by facilities under the jurisdiction of the KRGC to any party not authorized to receive the information.

I accept any risk of potential or actual adverse public notice, embarrassment, criticism or other action, including any financial loss, which may directly or indirectly result from the release of this information authorized in my Voluntary Exclusion Agreement. I request that the personal information provided on my Voluntary Exclusion Agreement be disseminated by the commission to the gaming facility managers under the jurisdiction of the KRGC for the purpose of enforcing the terms of the Voluntary Exclusion Program.

Signature of Voluntary Exclusion Program Applicant

_____/_____/_____
Month Day Year

Section 5: Voluntary Exclusion Agreement

I hereby voluntarily request exclusion from every lottery gaming facility and racetrack gaming facility that is now, or will be in the future, under the jurisdiction of the Kansas Racing and Gaming Commission (KRGC). I have completed the Application for the Kansas Voluntary Exclusion Program for problem gamblers in a sober and informed condition not under the influence of any intoxicating substance that would impair my judgment. I have discussed the program with a KRGC agent or employee and have had all of my questions about my participation in the program answered. I certify that the information that I have provided in this Application is true and accurate. I acknowledge/accept that I am a problem gambler and that I am unable to gamble responsibly.

I agree not to enter any current or future gaming facility, including casinos and racetracks, under the jurisdiction of the KRGC. I understand that I may be permitted to enter separate non-gaming event centers owned by gaming facilities at the discretion of the gaming facility managers. I understand that gaming facilities can choose at any time to exclude me from the entirety of their property. Gaming facilities *currently* under the jurisdiction of the KRGC include:

- Boot Hill Casino & Resort, Dodge City, KS
- Hollywood Casino at Kansas Speedway, Kansas City, KS
- Kansas Star Casino, Mulvane, KS
- Kansas Crossing Casino, Pittsburg, KS

I understand that additional gaming facilities under the KRGC's jurisdiction may open in the future, that I will be excluded from those gaming facilities when they open, and that it is my responsibility to contact the KRGC if I have any doubt whether or not a gaming facility is one from which I am excluded.

I understand and agree that I am no longer authorized or privileged to be at or in any gaming facility under the KRGC's jurisdiction and **I can be prosecuted for Criminal Trespass under K.S.A. 21-5808**, or any other similar, state, local, or municipal statute, code, or ordinance, if I:

1. enter into a gaming facility, whether or not I enter the gaming area; or
2. step into the gaming area within the gaming facility, whether or not I place a wager.

I understand and agree that if I succeed in entering the gaming area of a gaming facility and play a table game, electronic gaming machine or other lottery facility game, that **I shall not collect any winnings or recover any losses** resulting from my gaming activity.

I understand and agree that I will automatically forfeit any money, gaming chips, gaming tickets, jackpots, coupons, accumulated points or dollar values, or other thing of value obtained by me from, or owed to me by, a gaming facility as a result of wagers made, or attempted to be, made by me while enrolled in the Voluntary Exclusion Program. I further understand that any amount of credit reflected on a gaming ticket, payment slip, or voucher is presumed to be owed to me by the gaming facility and thus subject to forfeiture.

Kansas Problem Gambling Resources

If you have questions or concerns about your gambling, if you are struggling with a gambling problem, or if you are impacted by a loved one struggling with a gambling problem, **please get help.**

Problem gambling treatment is available at **NO OUT-OF-POCKET COST** to problem gamblers, their family members, and concerned others who reside in Kansas. It's confidential and effective. For Kansas residents affected by problem gambling, the state of Kansas will supplement or pay the entire cost for problem gambling treatment. There is **NO OUT-OF-POCKET COST** to the individual receiving treatment.

Please call the Kansas Problem Gambling Helpline for more information.

Kansas Problem Gambling Helpline: 1-800-522-4700

www.ksgamblinghelp.com

Other Resources:

Gamblers Anonymous

www.gamblersanonymous.org

(Resources for problem gamblers)

Gam-Anon

www.gam-anon.org

(Resources for family or concerned others of problem gamblers)

Suicide Prevention Lifeline

1-800-273-8255

1-888-628-9454 (Spanish language)

<https://suicidepreventionlifeline.org>

National Council on Problem Gambling

www.ncpgambling.org

Kansas Racing & Gaming Commission

www.krgc.ks.gov

(785) 296-5800 (phone)

(785) 296-0900

700 SW Harrison, Suite 500

Topeka, KS 66603