



Presque Isle Downs



Rules and Conditions for Racing and Training (“Conditions”)

As a condition to, and in consideration for the undersigned trainer (“Trainer”) being permitted to race, work, or train any horse at a Churchill Downs Incorporated (“CDI”) Property, including Presque Isle Downs (“PID”), the Trainer and the undersigned Trainer’s attending veterinarian (“Attending Veterinarian” as used herein, the term “Attending Veterinarian” shall include the undersigned veterinarian and any veterinarian who is a member of his/her veterinary practice.) 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 stable, race, work or train at PID. **In the event any horse under Trainer’s care enters PID grounds and is not registered with HISA (for any reason, including, without limitation, that the horse is not required to be registered under HISA’s rules because it has not yet had its first official timed and reported work), Trainer shall promptly, but in all cases within twenty-four (24) hours of such horse entering PID grounds, voluntarily register any such horse with HISA.** The Trainer acknowledges that it is his/her obligation to confirm the horse is in serviceable, sound racing condition in order to stable, race, work or train on PID Grounds. The Trainer is obligated to inform the CDI Equine Medical Director or his/her designee of any changes in the horse’s fitness or health that would prevent a horse from stabling, racing, working or training at a CDI property, including PID. Any horse that has not raced within 30 months since its last start shall be presumed unsound to stable, race, work, or train at PID unless approved in advance by the CDI Equine Medical Director. Any horse treated with extracorporeal shockwave therapy, radial pulse therapy, or similar treatments shall not work for a minimum of fourteen (14) days or race for a minimum of thirty (30) days following such treatment.

2. Trainer will not enter in any race a horse that is a four-year old or older first time starter or a previously raced horse that has not raced in the 365 days preceding the date of the selected race UNLESS horse has completed an official work for the Pennsylvania State Horse Racing Commission (“Pennsylvania SHRC”) prior to entry. Horses of 8 years of age or older must have an examination performed by Trainer’s Attending Veterinarian to the satisfaction of the CDI Equine Medical Director prior to entry. Based upon this examination, the CDI Equine Medical Director, or his/her designee, may require the horse to work prior to being allowed to enter. If the horse is required to work, it must meet the same requirements as a horse that is working off of the Pennsylvania SHRC’s Veterinarian’s List. The Trainer of any horse that has not raced within one hundred fifty (150) days but has raced within the three hundred sixty-five (365) days preceding the date of the selected race must complete the HISA Layoff Report.

3. Any horse that finishes twelve (12) lengths or more behind the winner in their last five (5) consecutive starts, will be ineligible to start in a race at PID. Horses deemed ineligible under this rule may reestablish eligibility in another jurisdiction. Due to mitigating circumstances the owner or trainer of a horse deemed ineligible under this rule may be given one additional start to restore eligibility by appealing the ruling to the PID Racing Panel. All appeals must be requested and approved prior to entry. For the purposes of this rule, the Racing Panel shall be the Racing Secretary, a representative of the Horsemen’s Group, the presiding State Steward and State Veterinarian, and the CDI Equine Medical Director. Horses granted eligibility under the appeal process will have one start to reestablish eligibility. This rule shall not prohibit the racing association from exercising its right to refuse the entry of any horse that

the racing association deems uncompetitive and or unfit for racing.

4. Trainer will not enter in a race any horse that has raced greater than four (4) times in the last fifty-six (56) days immediately preceding the race.

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. PID, the CDI Equine Medical Director, and his/her designee are entitled (but not the obligation) 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 PID’s requirements. PID, the CDI Equine Medical Director, and his/her designee shall have the right (but not the obligation) to examine and review all records of examinations performed in accordance with these Conditions, and Trainer agrees that PID or the CDI Equine Medical Director may inspect and copy for each’s own use, and Trainer shall provide upon request, all documents, electronic or otherwise, containing reports by official racing veterinarians of pre-race examinations, post-race examinations (including without limitation necropsy reports) and/or any records of procedures required by regulatory agencies or under applicable industry safety accreditation organizations of Trainer’s horse(s) racing or training at PID.

7. All horses stabled or entered to race at PID, or that are on PID Grounds are subject to: (a) veterinary inspections and requests for veterinary medical records by the CDI Equine Medical Director, or his/her designee and (b) veterinary monitoring. Trainer, Trainer’s staff, and Attending Veterinarians will cooperate fully with all requests made by CDI Veterinary Staff and PID Staff.

8. If stabled on PID Grounds, both Trainer and the Attending Veterinarian will abide by all rules and regulations of PID, including, without limitation, House Rules (including those relating to equine welfare and integrity), or other rules (including, without limitation, all rules set forth in PID’s Condition Book, Stall Application, the Rules of the Barn Area, and the Rules of the Track), all of which are hereby expressly incorporated by reference herein. Trainer and Attending Veterinarian shall be responsible for obtaining and becoming familiar with such rules and regulations.

9. All Pennsylvania SHRC licensees, including but not limited to PID owners, trainers, jockeys, and grooms (“licensees”), participating in stabling, racing, training, and related activities at PID recognize that hazards and risks inherent in such activities may cause the injury or death of horses. Therefore, in consideration of participating in stabling, racing, training, and related activities at CDI properties, all licensees assume the risks of, and release, hold harmless and covenant not to sue all other licensees so participating for: (i) Ordinary negligence which causes or contributes to loss, loss of use, injury or damage to horses while on the premises of aforementioned CDI properties; and (ii) Ordinary negligence which causes or contributes to personal injury or property damage, including but not limited to loss, loss of use, injury or damage to horses arising from the use of grass fields or gallops owned or controlled by CDI properties, whether arising from alleged acts or omissions of a licensee and its agents or employees, the condition of the premises of aforementioned CDI properties or any other cause.

Except as provided above, all licensees participating in racing, training, and related activities at CDI properties shall be responsible for their own acts and omissions and those of their agents and employees to the same extent as provided by law. The foregoing provisions shall be construed in a manner consistent with the limitations set forth herein to be as broad and inclusive as permitted by the laws of the State of Pennsylvania and the Pennsylvania SHRC's regulations and shall be binding upon Trainer, its successors and/or assignees. The maintenance by PID of insurance shall not affect the terms or interpretation of this Agreement. For purposes of this Agreement, PID shall mean and include each's officers, directors, agents, employees, contractors, servants and licensees. In the event of any inconsistency between these provisions and the Pennsylvania SHRC's regulations, the Pennsylvania SHRC's regulations shall control. Further, these provisions shall be deemed to be amended to the extent of, and to be in compliance with, any amendment to the Pennsylvania SHRC's regulations.

10. Both Trainer and Attending Veterinarian will abide by all rules and regulations of the Pennsylvania SHRC and the Horseracing Integrity and Safety Authority ("HISA") at any time expressly incorporated by reference herein, and the rules and regulations of the Pennsylvania SHRC or HISA, at any time adopted or as they may be amended (collectively, "SHRC or HISA Regulations"). Trainer and Attending Veterinarian shall be responsible for obtaining and becoming familiar with such rules and regulations.

11. Any failure by PID to enforce any terms or conditions of this Agreement shall not constitute a waiver by PID and shall not affect or impair this Agreement in any way, or the right of CDI at any time to enforce this Agreement.

12. PID'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.

13. Both Trainer and the Attending Veterinarian understand and acknowledge that these Conditions shall be in effect annually commencing on the date of the opening of the PID stable area prior to the PID Race Meet (or any successor meet therefor) each year and continuing through the conclusion of the stabling period following the PID Race Meet (or any successor meet therefor). For Trainers that have horse(s) on PID Grounds, these Conditions shall be in effect from the earliest date noted above and for so long as Trainer has horse(s) on PID 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 CDI Equine Medical Director 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

I have read and agree to the foregoing Conditions as of the date set forth below.

Trainer
Signature: _____
Name: _____
Phone: _____
Email: _____
Date: _____

Trainer, (b) has read and fully understands the above Conditions and agrees to be bound by them, (c) will consult with the CDI Equine Medical Director if he/she has any questions regarding such Conditions, and (d) 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 CDI Equine Medical Director.

Attending Veterinarian
Signature: _____
Name: _____
Phone: _____
Email: _____
Date: _____