



# Churchill Downs Racetrack, Ellis Park, Turfway Park And Churchill Downs Training Center



## **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”) owned facility, including, Churchill Downs Racetrack, Churchill Downs Training Center, Ellis Park or Turfway Park (each, a “Churchill Facility”, and collectively, the “Churchill Facilities”), the Trainer and the undersigned Trainer’s attending veterinarian (“Attending Veterinarian”) hereby agree to be bound by the following conditions (the “Conditions”):

1. At all times, a horse must be in serviceable, sound racing condition in order to race, work or train at a Churchill Facility. The Trainer acknowledges that it is his/her obligation to confirm the horse is in serviceable and sound racing condition, in order to race, work or train on a Churchill Facility’s grounds. Any horse that has not raced within thirty (30) months since its last start shall be presumed unsound to race, work, or train at any Churchill Facility, 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 race or work for a minimum of thirty (30) days following such treatment.

2. Trainer will not enter a horse in any race UNLESS the horse has: (a) been examined by Trainer’s Attending Veterinarian during the three (3) days immediately preceding the close of entries for the selected race for the express purpose of evaluating the horse’s fitness to race; and (b) been found fit to race by the Attending Veterinarian. This evaluation shall include, at a minimum, watching the horse jog. The Attending Veterinarian and Trainer are obligated to inform the CDI Equine Medical Director and the Kentucky Horse Racing Commission (“KHRC”) official veterinarian or his/her designee of any changes in the horse’s fitness after entry through race day. The Racing Secretary, in consultation with the CDI Equine Medical Director, may, but shall not be obligated to, consider any extenuating circumstances to the examination requirement of this rule on a case-by-case basis.

3. Trainer will not permit a horse stabled at a Churchill Facility to work UNLESS the horse has: (a) been examined by the Trainer’s Attending Veterinarian during the five (5) days immediately preceding the work for the express purpose of evaluating the horse’s fitness to work; and (b) been found fit to work by the Attending Veterinarian (this evaluation shall include, at a minimum, watching the horse jog). The Attending Veterinarian and Trainer are obligated to inform the CDI Equine Medical Director or his/her designee of any changes in the horse’s fitness after the examination set forth above and before the horse works.

4. Trainer will not permit a horse placed on the Veterinarian’s List to perform a high-speed (published) work for seven (7) days following placement on the Veterinarian’s List.

5. 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, in addition to the criteria set forth in Section 2, above, such horse has completed an official work for the KHRC veterinarian or his/her designee prior to entry. Horses that have not raced within the one hundred fifty (150) days but have raced within the

three hundred sixty-five (365) days preceding the date of the selected race must have an examination performed by the CDI Equine Medical Director or his/her designee prior to entry. Based upon that examination, the CDI Equine Medical Director 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 KHRC’s Veterinarian’s list.

6. 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.

7. The Churchill Facilities and the CDI Equine Medical Director are entitled (but not obligated) 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 the applicable Churchill Facility’s requirements. The Churchill Facilities and the CDI Equine Medical Director 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 the applicable Churchill Facility 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 each Churchill Facility.

8. All horses stabled or entered to race at a Churchill Facility, or present on a Churchill Facility’s 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 veterinarians and the applicable Churchill Facility’s staff.

9. As used herein, the term “Attending Veterinarian” shall include the undersigned veterinarian and any veterinarian who is a member of his/her veterinary practice.

10. If stabled on a Churchill Facility’s grounds, both Trainer and the Attending Veterinarian will abide by all rules and regulations of the applicable Churchill Facility, including, without limitation, House Rules (including those relating to TCO2 or “Milkshake” testing, and all medication and integrity rules), or other rules (including, without limitation, all rules set forth in the applicable Churchill Facility’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.

11. All KHRC licensees, including but not limited to each Churchill Facility, owners, trainers,

jockeys, and grooms (“licensees”), participating in stabling, racing, training, and related activities at the Churchill Facilities 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 a Churchill Facility, 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 such Churchill Facility; 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 such Churchill Facility, whether arising from alleged acts or omissions of a licensee and its agents or employees, the condition of the premises of such Churchill Facility or any other cause. Except as provided above, all licensees participating in racing, training, and related activities at a Churchill Facility 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 Commonwealth of Kentucky and the KHRC’s regulations and shall be binding upon Trainer, its successors and/or assignees. The maintenance by CDI or any of its subsidiaries of insurance shall not affect the terms or interpretation of this Agreement. The foregoing release shall extend to CDI’s and its subsidiaries’ officers, directors, agents, employees, contractors, servants and licensees. In the event of any inconsistency between these provisions and the KHRC’s regulations, the KHRC’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 KHRC’s regulations.

12. Both Trainer and Attending Veterinarian will abide by all rules and regulations of the KHRC, at any time expressly incorporated by reference herein, and the rules and regulations of the KHRC, at any time adopted or as they may be amended (collectively, “KHRC Regulations”). Trainer and Attending Veterinarian shall be responsible for obtaining and becoming familiar with such rules and regulations.

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

A Churchill Facility representative’s approval or consent to any action proposed by Trainer or Attending Veterinarian shall not waive Trainer or Attending Veterinarian’s obligation to strictly comply with this Agreement.

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

Trainer  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_

14. 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 Churchill Downs Racetrack stable area prior to the Churchill Downs Racetrack Spring Meet (or any successor meet therefor) each year and continuing through the conclusion of the Turfway Park Winter/Spring Meet (or any successor meet therefor) the following year, and for Trainers that have horse(s) on a Churchill Facility’s grounds, these Conditions shall be in effect from earliest date noted below and for so long as Trainer has horse(s) on such Churchill Facility’s 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 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: \_\_\_\_\_