Colonial 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 Colonial Downs Racetrack ("CNL"), a Churchill Downs Incorporated ("CDI") property, the Trainer and the undersigned Trainer's attending veterinarian ("Attending Veterinarian") 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 CNL. In the event any horse under Trainer's care enters the CNL facility and is not registered with the Horseracing Integrity and Safety Authority ("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 a CDI Facility, voluntarily register any such horse with HISA. The Trainer acknowledges that it is his/her obligation to (a) confirm the horse is in serviceable and sound racing condition, in order to stable, race, work or train at CNL and (b) to inform the CDI Equine Medical Director or his/her authorized designee of any changes in the horse's fitness or health that would prevent a horse from stabling, racing, working or training at CNL or any changes which would put Trainer, the Attending Veterinarian, or any horse in violation of these Conditions. Any horse that has not raced within thirty (30) months since its last start shall be presumed unsound and ineligible to stable, race, work, or train at CNL unless approved in advance by the CDI Equine Medical Director, or his/her authorized designee. Any horse six (6) years or older that has never raced will be presumed unsound and ineligible to stable, race, work or train at CNL unless approved in advance by the CDI Equine Medical Director or his/her authorized designee.

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

3. Trainer will not enter in any race a horse that is: (a) a four-year old or older first-time starter; or (b) 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 Virginia Racing Commission ("VRC") prior to entry. 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. Based upon the HISA Layoff Report a veterinary examination and/or official work may be required by either the VRC Veterinarian or CDI's Equine Medical Director. Based upon such evaluation, the VRC veterinarian or the CDI Equine Medical Director may (in his/ her sole discretion) impose and require the horse to meet any additional requirements prior to being able to enter. If the horse is required to work under this provision, it must meet the same requirements as a horse that is working off of the VRC's Veterinarian's List.

4. 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 soundness to race, work or train.

5. CNL and the CDI Equine Medical Director or his/her authorized designee(s) 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 CNL's requirements. CNL 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 CNL 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 CNL.

6. All horses stabled or entered to race at CNL, or that are on CNL grounds are subject to: (a) veterinary inspections and requests for veterinary medical records by the CDI or VRC 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 CNL Staff.

7. Trainer will not enter in a race: (a) any horse that has finished twelve (12) or more lengths behind the winner in each of its last five (5) starts, or (b) any horse that has raced greater than four (4) times in the fifty-six (56) days immediately preceding the race date.

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

9. If stabled on CNL grounds, both Trainer and the Attending Veterinarian will abide by all rules and regulations of CNL, including, without limitation, House Rules (including those relating to equine welfare and integrity rules), or other rules (including, without limitation, all rules set forth in CNL'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.

10. All VRC licensees, including but not limited to CNL owners, trainers, jockeys, and grooms ("licensees"), participating in stabling, racing, training, and related activities at CNL 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 CNL, 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 CNL; 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 CNL, whether arising from alleged acts or omissions of a licensee and its agents or employees, the condition of the premises of CNL or any other cause. Except as provided above, all

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licensees participating in racing, training, and related activities at CNL 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 Virginia and the VRC's regulations and shall be binding upon Trainer, its successors and/or assignees. The maintenance by CNL or its parent or affiliates of insurance shall not affect the terms or interpretation of this Agreement. The foregoing release shall extend to CNL, CDI, CDI's subsidiaries and each of their officers, directors, agents, employees, contractors, servants and licensees. In the event of any inconsistency between these provisions and the VRC's regulations, the VRC'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 VRC's regulations.

11. Both Trainer and Attending Veterinarian will abide by all rules and regulations of the VRC and HISA, at all times, which are expressly incorporated by reference herein as adopted or as they may be amended from time to time. Trainer and Attending Veterinarian shall be responsible for obtaining and becoming familiar with such rules and regulations. Ignorance of such rules and regulations shall not be considered a defense for non-compliance therewith.

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

13. CNL's approval or consent to any action proposed by Trainer or Attending Veterinarian shall not: (a) affect Trainer or Attending Veterinarian's obligation to strictly comply with this Agreement; or (b) be construed as an undertaking of CNL, CDI, the CDI Equine Medical Director, or any other designee of any such party to treat, diagnose, or otherwise be responsible for the condition of any horse.

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 CNL stable area prior to the CNL Race Meet (or any successor meet therefor) each year and continuing through the conclusion of the stabling period following the CNL Race Meet (or any successor meet therefor). For Trainers that have horse(s) on CNL grounds, these Conditions shall be in effect from earliest date noted above and for so long as Trainer has horse(s) on CNL 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.

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

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

VALID 3-7-2026 to 10-1-2026
CNL ONLY