

CONDITIONS TO STABLING, ENTRY IN RACES, RELEASE, AND INDEMNIFICATION AGREEMENT

By executing the Stall Application for the revocable grant of stall space by Colonial Downs Group, LLC d/b/a Colonial Downs Racetrack ("**Colonial Downs**") and/or accepting a grant of stall space the undersigned ("**Trainer**") agrees on behalf of himself/herself, and as agent for each of the Owner(s) listed on the reverse side hereof ("Owner(s)"), as consideration for the permission of Colonial Downs for the stabling and/or training of horses, as follows

- Rules and Regulations.** Trainer agrees that, in connection with and as a condition to Trainer's application for an acceptance of stall space at Colonial Downs' facilities, the shipping in of any horse to Colonial Downs' facilities and/or entry of any horse in a race run at the Colonial Downs facilities, Trainer will comply with and abide by all terms, provisions and conditions set forth in this Stall Application, all rules of the Virginia Racing Commission (the "**VRC**"), and all rules and conditions of Colonial Downs including, but not limited to, the House Rules Governing the Conducting of Racing, which may, at anytime, be adopted or amended (the "**Rules**"). Trainer hereby accepts the decisions of the VRC Stewards on any questions relating to a race or racing. Trainer shall be responsible for obtaining and becoming familiar with all such Rules. Colonial Downs reserves the right to make all decisions regarding preferences, conditions and the interpretation and application of any rules and regulations. Its decision shall be final. The trainer agrees to comply with, and abide by, any decision of the VRC and/or the officers of Colonial Downs with regard to the same.
- Investigation of Trainer.** In connection with this Stall Application, Trainer agrees and consents to Colonial Downs and/or its agents making an investigation of Trainer, whereby information may be requested from third parties as to character, and general reputation as may be relevant to Trainer's integrity as a racing participant.
- Reservation of Rights.** As the organizer, host and sponsor of thoroughbred horse races, Colonial Downs hereby reserves unto itself, its agents, assigns and licenses, and Trainer hereby assigns to Colonial Downs all interest it may have in, the Host Rights as defined herein. The "Host Rights" shall mean the sole and exclusive right to: (a) produce, exhibit, sell, license, transfer or transmit in any manner, still or motion pictures, radio and television broadcast, interactive computer including internet or any other media transmission, now known or thereafter developed, of all events which occur at Colonial Downs' facility, including without limitation, all activities occurring before, during and after thoroughbred horse races; (b) utilize the race and results thereon, all for any purpose or use such as Colonial Downs shall determine; (c) limit, prohibit or regulate the display or any commercial advertising symbols or other identification, other than Trainer's registered silks, in connection with any race or related activities; and (d) develop, produce, or sell, by or through any licensee, goods using the Trainer's name or likeness, the name or likeness or any horse owned by Trainer brought onto Colonial Downs' grounds, or any other identifying feature, silks trademark or copyrighted material which is used in connection with the races. The acceptance of stall accommodations, the submission of a nomination or making of an entry in any race shall mean that the Trainer consents to the above reservation of the Host Rights and consents to be photographed or to otherwise be a subject to still or motion pictures, electronic, radio or television programs, without remuneration except for contributions to horsemen's purses from wagering on the races established by Colonial Downs for each race, by written contract or regulation. Trainer agrees that he/she has not and will not execute any documents or take any other action of any kind or nature, which purports to assign or otherwise transfer any interest in Host Rights, or assert any claim, demand, or cause of action against Colonial Downs which is inconsistent with the full and exclusive exercise by Colonial Downs of its Host Rights.
- License.** Allocations of all stall space are made only with the agreement of Trainer that Colonial Downs reserves the exclusive right, in its sole discretion, to enter, modify, alter or change the physical condition or use any of its facilities; that permission granted herein to Trainer to use Colonial Downs' facilities solely for purposes incidental to racing, and does not constitute a lease of such facilities. It is understood and agreed that Colonial Downs maintains the sole interest in, and exclusive control of, its premises and facilities; and that Colonial Downs reserves to itself the exclusive right and sole discretion to reduce or eliminate the number of stalls assigned and/or change the location of stalls assigned to Trainer. The conditions of this stall application shall also apply to Colonial Downs' dormitory. The undersigned expressly grants to Colonial Downs the right, without prior notice, to search the person, or to order and search the stall area, rooms, lockers, and any other area of the Colonial Downs facilities occupied by undersigned, whether locked or unlocked, and to seize any illegal or unauthorized drugs, medication, mechanical devices, or other prohibited, unsafe or cruel items.
- Revocation.** Trainer agrees that the permission granted to Trainer to enter on the Colonial Downs grounds and to use the Colonial Downs facilities is subject to revocation, with or without cause, in the sole and exclusive discretion of Colonial Downs, upon 48 hours' notice in writing delivered by mail, or in person to Trainer or to Trainer's address set out on the Stall Application or such other address as may be directed by Trainer in the future. A violation of the rules or regulations of the VRC or the Rules or the creation, in whole or in part, by Trainer of any condition that may interfere with the safe and efficient operation of its business by Colonial Downs, or the termination of Trainer's agency relationship with Owner(s) listed on the reverse side hereof, shall, in each case, subject the license to immediate revocation exercised at Colonial Downs' sole and exclusive discretion, without prior notice.
- Release and Indemnification.**
 - Under Virginia Law, an equine activity sponsor or equine professional is not liable for any injury to, or the death of, participant in equine activities resulting from the inherent risks of equine activities pursuant to Code of Virginia § 3.2-6202. For purposes of this Agreement, Equine Activity, Equine Professional, Participant, and all other associated terms shall have the meanings as set forth in VA Code § 3.2-6200. All VRC licensees participating in stabling, racing, training, and related activities at Colonial Downs recognize the hazards and risks inherent to such activities may cause the injury or death of horses. Therefore, in consideration of participating in stabling, racing, training, and related activities at Colonial Downs facility, Trainer and his agents, servants, employees and/or invitees (including jockeys and grooms) and Owner(s), assume the risks of and release Colonial Downs and its affiliates, and the irrelative principals, officers and directors, agents representatives and employees and all other VRC licensees so participating from any and all claims, actions, causes of actions, claim of injury or death, of any nature, including, but not limited to, claims of medical bills, hospital charges or other claims sustained by Trainer, Owner(s) and/or his agents, servants, employees, invitees, and/or the property owned by or under the control of Trainer at Colonial Downs facilities (including horses, as well as loss of use of property), whether arising from the alleged acts or omissions of a licensee and its agents and employees, the conditions of the premises at Colonial Downs or any other cause. All licensees participating in racing, training and related activities at Colonial Downs shall be responsible for their own acts and omissions and those of their agents and employees to the same extent as provided by law.
 - Trainer recognizes and assumes the risk of its activities to be undertaken at Colonial Downs' facilities and Trainer has inspected and is familiar with Colonial Downs' facilities, including, but not limited to, its stable facilities, racing surfaces, and all other related and pertinent portions of Colonial Downs facilities, and accepts such stable and facilities "as is" with latent or patent defects and does fully assume all risk of loss, injury, damage, death or destruction to any persons or property.
 - Trainer hereby agrees to indemnify, protect, defend, and hold Colonial Downs and its affiliates, and their respective principals, officers and directors, agents, representatives and employees, harmless from claims, loss, liability or demands whatsoever, including claims for medical and hospital bills resulting from, arising directly or indirectly from the acts or omissions of Trainer and its agents, servants, employees, owner(s) or invitees arising, whether in whole or part out of or in connection with Trainer's activities at Colonial Downs' facilities. This indemnity and indemnification shall include, but not be limited to, reasonable attorney's fees including appellate fees in defending any claims related thereto. This indemnity provision shall not be effective as to any cause or loss attributable to any gross negligence or willful misconduct of Colonial Downs.
 - The foregoing release and indemnification 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 regulations and shall be binding upon Trainer, its successors and/or assignees. The maintenance by Colonial Downs of insurance relating to the claims released and/or indemnified hereby shall not affect the terms or interpretation of this Agreement and Trainer agrees that any and all insurers of Trainer, whether insurers of property, personal injury or any other loss, if their insurance policies do not all ready so provide, agree that the Trainer waives and will not exercise any rights of subrogation in the event of loss or damage to the subject property, as well as the loss of use thereof, except that any waiver of subrogation will not be effective where such waiver will result in such policy becoming null and void. For purpose of this Agreement, Colonial Downs shall mean and include Colonial Downs and its affiliates, and their respective officers, directors, agents, employees, contractors, servants, and licensees.
 - The Trainer assumes full responsibility for the safety and well-being of all horses under their care, custody and control while stabled at Colonial Downs or while otherwise on the Colonial Downs' facilities or while being transported in vehicles owned, arranged for, or provided by Colonial Downs or its agents from any point whatsoever. Accordingly, the Trainer agrees to take all reasonable measures for the protection of such horse, including providing adequate supervision for such horses while on the Colonial Downs' facilities or on the grounds owned, leased or controlled by Colonial Downs, or while on vehicles owned, arranged for or provided by Colonial Downs or its agents from any point whatsoever, by hiring competent personnel to care for such horses at all times, cleaning and maintaining stalls assigned pursuant to this application and removing any hazardous conditions from such stalls which is known to the Trainer or his employees, or if the Trainer believes that such condition should be remedied by Colonial Downs, promptly calling to the attention of Colonial Downs in writing, any such hazardous condition. The undersigned further agrees to properly supervise all of his or her Owner(s), employees, agents, invitees, and other persons known to him or her to be in the area assigned to the Trainer pursuant to his application, and the Trainer hereby acknowledges that he is responsible for the conduct of his or her Owner(s), employees, agents, and invitees. Furthermore, the undersigned acknowledges that Colonial Downs has no obligation to remedy any condition at the facility, including the racetrack areas, unless Colonial Downs has prior written notice of the existence of such condition and has reasonable opportunity to repair such condition.
 - Dormitory rooms, stable, feed rooms and all vehicles on the premises are subject to inspection by Colonial Downs' security personnel at any time.
- Cancellation of Races.** Colonial Downs reserves the right to cancel any race, without notice, at any time prior to the actual running thereof, without liability, except for the return of fees as required by the rules of racing in the Commonwealth of Virginia. Nominations or the making of an entry to any of the races is received with the understanding that Colonial Downs reserves the right to refuse, cancel, or revoke any nomination or entry or the transfer thereof for any reason and without notice.
- Stabling and Training Rules.** Training on the Colonial Downs track will be allowed only at such times, if any, and only in accordance with any instructions or directions regarding training activities as may be determined from time to time by Colonial Downs. Applications for stall allocations are received only with the understanding that Colonial Downs, in its sole and absolute discretion, reserves the right to refuse, cancel or revoke any stall application or the transfer thereof for any reason without notice to Trainer. Horses shipped to Colonial Downs without approval will not be unloaded. If allotted stalls, there shall be no substitution of horses without the consent of the racing secretary.
- Revision.** The intent and language hereof may be subject to revision during the term of any applicable horsemen's contract based upon any judicial decision or legislative action.
- Insurance.** Trainers shall always maintain general liability insurance with coverage of no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. The trainer shall also always maintain Worker's Compensation insurance covering all personnel employed as required by statute. The trainer shall, prior to its admission to Colonial Downs' facilities and at any time upon the request of Colonial Downs, furnish a certificate evidencing proof of coverage in accordance with the requirements set forth herein. Responsibility for the maintenance of appropriate horse mortality or other equine insurance rests with the Trainer and/or Owner(s), as the case may be and as agreed between those parties, and COLONIAL DOWNS SHALL HAVE NO OBLIGATION WITH RESPECT TO SUCH INSURANCE. Consultation with a competent insurance advisor is strongly recommended. Failure to maintain adequate insurance may subject Trainer and/or Owner(s) to multiple and substantial risks, including being excluded from Colonial Downs' premises. All certificates of insurance shall provide that Colonial Downs shall receive at least thirty days advance notice by the insurer of any cancellation or material change in coverage. Owner(s) and Trainer shall indemnify and hold Colonial Downs harmless against any claims, liabilities, judgments, or costs (including reasonable attorneys' fees) arising out of Trainer and/or Owner's failure to obtain insurance as appropriate or as required by law.
- Equine Injury Database.** Churchill Downs Incorporated ("CDI") and each of its racetracks has entered into an Equine Database Agreement with The Jockey Club ("TJC") to implement one of TJC's Thoroughbred Safety Committee recommendations regarding tracking of equine injuries occurring at any of its racetrack facilities. Trainer, on behalf of him or herself and as an agent for each Owner listed in this Application, agrees that accurate tracking of equine injuries is an important step towards improving the safety of horse racing and in consideration of participating in the stabling, racing, training and related activities at Colonial Downs, hereby gives consent to the collection of information related to any injury occurring at Colonial Downs or its associated training facilities to a horse owned or trained by Trainer and entry of said information into a database maintained by TJC (the "**Equine Injury Database**") by Colonial Downs and/or the VRC-employed veterinarian (the "Veterinarian") with TJC and its affiliate business (including InCompass Solutions, Inc.) (collectively, CDI, Colonial Downs, the Veterinarian, TJC and its affiliated businesses and the owners, stewards, directors, officers, employees and agents of any of the aforementioned persons and entities may be referred to as the "Indemnified Parties") with respect to any injury occurring at Colonial Downs to a horse owned or trained by Trainer. For purposes of this consent, "injury" shall include, but is not limited to, an injury to a horse that is (i) scratched at the recommendation of the examining Veterinarian; (ii) determined to be injured/unsound/in distress, or otherwise unfit in the paddock, post-parade, starting gate, during or immediately after the running of a race; (iii) observed to be injured, unsound or in distress during training or in non-race related events; (iv) scratched for medical reasons not documented by the Veterinarian (e.g. Trainer reports sick, injured, colic, tied-up, fever, etc.); or (v) injured during training or in non-race related events. Trainer, on behalf of him or herself and as agent for each Owner, further agrees to cooperate in the disclosure of such information to the extent that such cooperation is reasonably required and covenants not to sue and, to the maximum extent permitted by applicable law, to indemnify, release, and hold harmless the Indemnified Parties from and against any liability, cost, loss or expense of any kind of nature (including, without limitation, reasonable attorney's fees) arising from any claim, demand, or action (a) alleging that the data entered into the Equine Injury Database (either directly or indirectly) violates the rights of Owner(s) or Trainer or any third party, or (b) relating to any equine injury report run, published or otherwise created by any of the Indemnified Parties, including the owners, stewards, directors, officers, employees and agents of any of them (either directly or indirectly).
- Veterinary Examinations.** In the event that Colonial Downs' in-house veterinarian (the "Colonial Downs Veterinarian") or any Colonial Downs racing official or other racing personnel have reason to believe, based on their observations or information provided or available to them, that a horse stabled on Colonial Downs property by Trainer is injured, unsound, in distress, or otherwise unfit to train or race, then Colonial Downs may request that Trainer make such horse available for examination by the Colonial Downs Veterinarian, or alternative, at the request of Trainer, by a Virginia Racing Commission Veterinarian ("Commission Veterinarian"). In the event (a) that Trainer refuses to have the horse examined by either such veterinarian, then Colonial Downs may refuse to permit the horse to train and/or race on Colonial Downs property until the horse is cleared for training and/or racing by the Colonial Downs Veterinarian or a Commission Veterinarian. In the event that the horse is examined by the Colonial Downs Veterinarian or the Commission Veterinarian and deemed injured, unsound, in distress, or otherwise unfit to train or race, then Colonial Downs may refuse to permit the horse to train and/or race on Colonial Downs' property until the horse is subsequently cleared for training and/or racing by the Colonial Downs Veterinarian or a Corporation Veterinarian, as applicable. A horse is eligible to race in Virginia if it is under the care, custody, or control of a trainer licensed by the Virginia Racing Commission (VRC); or is owned by an owner licensed by the VRC; or is nominated to a race at an association licensed by the VRC. All horses must be registered with the Horseracing Integrity and Safety Authority ("HISA") in order to stable, race, work or train at Colonial Downs.
- Miscellaneous.** This Agreement shall be effective regarding Trainer's stabling during and/or participation in the race meeting specified on the Stall Application, and Trainer's participation in any and all other race meetings and related activities of the nonseasonal use by Trainer of stall space. For purposes of this Agreement, whenever the word "Trainer" is used herein, it shall include the Trainer (and if Trainer is an agent assistant to any person, the principal for whom he is agent), all Owner(s) or horses controlled by Trainer, and their heirs, representatives, successors, next of kin and assigns: provided however, that the right and benefits of the Trainer under this Agreement are personal and no such right or benefit shall be subject to voluntary, or involuntary alienation, assignment or transfer. Trainer covenants that the Owner(s) have agreed to the foregoing conditions and further agrees that he or she will deliver the Owner(s) written consent and agreement to such conditions upon request of Colonial Downs. Trainer shall indemnify and hold Colonial Downs harmless from and against any claim or cause of action (including any expense incurred in connection therewith, including reasonable attorney's fees, including appellate fees and other costs) that may be asserted by or on behalf of any person which is consistent with the release, and indemnification provisions set forth in this Agreement. This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the Commonwealth of Virginia.

THE UNDERSIGNED TRAINER HEREBY CERTIFIES THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO THE FORGOING TERMS AND CONDITIONS INCLUDING ALL RELEASE PROVISIONS. THE TRAINER AGREES THAT HE OR SHE WILL PROVIDE A COPY OF THIS AGREEMENT TO EACH OF THE OWNER(S) LISTED HEREIN, AND THAT THE TRAINER HAS VOLUNTARILY EXECUTED THIS AGREEMENT, AND THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THIS AGREEMENT HAVE BEEN MADE.

Trainer Print Name: _____ Trainer Address: _____

Trainer Signature: _____ Trainer Phone Number: _____ Trainer Email: _____ Track Vet Used (Phone Number): _____