



**Season:**  
Wednesday, October 14, 2020 through Monday, November 16, 2020  
**Post Times:** 12:30pm CST

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

By executing this application for the revocable grant of stall space by WKY Development, LLC dba Oak Grove Racing, Gaming & Hotel ("Oak Grove") and/or accepting a grant of stall space, the undersigned ("Trainer") agrees, on behalf of himself, and each of the Owner(s) listed on the reverse side hereof, as follows:

1. **Rules and Regulations.** Trainer agrees that, in connection with and as a condition to Trainer's application for and/or acceptance of stall space at Oak Grove's Racetrack ("Oak Grove Facilities"), the shipping in of any horse to Oak Grove Facilities and/or entry of any horse in a race run at Oak Grove's racetrack, Trainer will comply with and abide by all terms, provisions and conditions set forth in this Agreement, all administrative regulations of the Kentucky Horse Racing Commission ("KHRC") and all rules, conditions and regulations of Oak Grove, at any time adopted or as they may be amended. Trainer shall be responsible for obtaining and becoming familiar with such rules and regulations. Oak Grove reserves the right to make all decisions regarding preferences, conditions and the interpretation and application of any rules and regulations and its decision as to same shall be final and Trainer agrees to comply with and abide by any decisions of the state racing officials and/or the officers of Oak Grove with regard to same.

2. **Investigation of Trainer.** In connection with this Application, Trainer agrees and consents to Oak Grove and/or its agents making an investigation of Trainer, whereby information may be requested from third parties as to character, general reputation as may be relevant to Trainer's integrity as a racing participant.

3. **Reservation of Rights.** As the organizer, host and sponsor of standardbred horse races, Oak Grove hereby reserves unto itself, its agents, assigns and licensees and Trainer hereby assigns to Oak Grove all interest it may have in the Host Rights as herein defined. 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 broadcasts, interactive computer including internet or any other media transmission, now known or hereafter developed, of all events which occur on Oak Grove's property, including without limiting, all activities occurring before, during and after horse races; (b) utilize the Race and the results thereof, all for any purpose or use as Oak Grove shall determine; (c) limit, prohibit or regulate the display of 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 and sell, by or through any licensee, goods using the Trainer's name or likeness, the name or likeness of any horse owned by the Trainer brought onto Oak Grove's grounds, or any other identifying feature, silks, trademark or copyrighted material which is used in connection with the Races. 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 of still or moving pictures, electronic, radio or television programs, without remuneration except for contributions to horsemen's purses from wagering on the Races as established by contract or legislation. The Trainer agrees that he has not and shall not execute any documents or take any other action which purports to assign or otherwise transfer any interest in the Host Rights or assert any claim, demand or cause of action against Oak Grove which is inconsistent with the full and exclusive exercise by Oak Grove of its Host Rights.

4. **License.** Allocations of all stall space are made only with the agreement of Trainer that Oak Grove reserves to itself the exclusive right, in its sole discretion, to enter, modify, alter or change to physical condition or use of any of its facilities; that the permission granted herein to Trainer to use Oak Grove's facilities is solely for purposes incidental to racing, does not constitute a lease of such facilities and Oak Grove maintains the sole interest in and exclusive control of its premises and facilities; and that Oak Grove reserves to itself the exclusive right and sole discretion to reduce or to totally eliminate the number of stalls assigned and/or change the location of stalls assigned to the Trainer.

5. **Revocation.** Trainer agrees that the license granted herein to enter on the Oak Grove grounds and to use the Oak Grove facilities is subject to revocation, with or without cause and in the sole and exclusive discretion of Oak Grove, upon 48 hours notice in writing delivered by mail, telegraph or in person to Trainer or to Trainer's address indicated on the reverse side or such other address as may be indicated by Trainer in the future. A violation of the rules or regulations of the KHRC or the conditions, rules and regulations of Oak Grove 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 Oak Grove or the termination of the Trainer's agency relationship with the Owner(s) listed on the reverse side hereof, shall, in each case, subject this license to immediate revocation exercised at Oak Grove's sole and exclusive discretion, without any prior notice.

### **6. Release and Indemnification.**

A. All Kentucky Horse Racing Commission licensees, including but not limited to Oak Grove, owners, trainers, jockeys, and grooms ("licensees"), participating in stabling, racing, training, and related activities at Oak Grove 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 Oak Grove, 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 Oak Grove; 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 Oak Grove, whether arising from alleged acts or omissions of a licensee and its agents or employees, the condition of the premises of Oak Grove or any other cause. Except as provided above, all licensees participating in racing, training, and related activities at Oak Grove shall be responsible for their own acts and omissions and those of their agents and employees to the same extent as provided by law.

B. 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 Oak Grove of insurance shall not affect the terms or interpretation of this Agreement. For purposes of this Agreement, Oak Grove shall mean and include Oak Grove and its 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.

Trainer shall, prior to its admission to Oak Grove's facilities, deliver to Oak Grove, certificate evidencing the maintenance of Worker's Compensation Insurance for all employed personnel in accordance with the statutory requirements of the Commonwealth of Kentucky.

Responsibility for the maintenance of general liability and horse mortality insurance to cover the risks outlined above vests with the Trainer and/or Owner, as the case may be. Consultation with a competent insurance advisor is strongly recommended. Failure to maintain adequate insurance may subject Trainer or Owner to the risks outlined above. OAK GROVE SHALL HAVE NO OBLIGATION WITH RESPECT TO SUCH INSURANCE. Failure to maintain adequate insurance may subject Trainer and/or Owner(s) to multiple and substantial risks, including being excluded from Oak Grove's premises. Owner(s) and Trainer indemnify and hold Oak Grove harmless against any claims, liabilities, judgments, or costs (including attorney fees) arising out of the Trainer and/or Owner(s)' failure to obtain insurance as appropriate and as may be required by law.

7. **Cancellation of Races.** Oak Grove 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 administrative regulations of the KHRC. Nominations or the making of any entry to any of the Races is received with the understanding that Oak Grove reserves the right to refuse, cancel or revoke any nomination or entry or the transfer thereof for any reason and without notice.

8. **Stabling and Training Rules.** Training on the Oak Grove track will be allowed only at such times, if any, and only in accordance with any instructions and directions regarding training activities as may be determined by Oak Grove. Applications for stall allocations are received only with the understanding that Oak Grove reserves the right to refuse, cancel or revoke any stall application or the transfer thereof for any reason and without notice to Trainer.

9. **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.

10. **Miscellaneous.** This Agreement shall be effective with regard to Trainer's stabling during and/or participation in the race meeting specified on the opposite side hereof and Trainer's participation in any and all other race meetings and related activities. 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 Trainer, 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 rights 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 will deliver their written consent and agreement to such conditions upon request of Oak Grove. Trainer shall indemnify and hold Oak Grove harmless from and against any claim or cause of action (including any expense incurred in connection therewith, including reasonable attorneys' and other fees) that may be asserted by or on behalf of any person which is inconsistent with the release and indemnification provisions set forth in the foregoing paragraphs. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky.

11. **Veterinary Examinations.** In the event that Oak Grove's in-house veterinarian (the "Oak Grove Veterinarian") or any Oak Grove 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 Oak Grove's property by Trainer is injured, unsound, in distress, or otherwise unfit to train or race, then Oak Grove may request that Trainer make such horse available for examination by the Oak Grove Veterinarian or, alternatively, at the request of the Trainer, by a licensed Kentucky Horse Racing Commission Veterinarian ("Commission Veterinarian"). In the event that Trainer refuses to have the horse examined by either such veterinarian, then Oak Grove may refuse to permit the horse to train and/or race on Oak Grove's property until the horse is cleared for training and/or racing by the Oak Grove Veterinarian or a Commission Veterinarian. In the event that the horse is examined by the Oak Grove Veterinarian or the Commission Veterinarian and deemed injured, unsound, in distress, or otherwise unfit to train or race, then Oak Grove may refuse to permit the horse to train and/or race on Oak Grove's property until the horse is subsequently cleared for training and/or racing by the Oak Grove Veterinarian or a Commission Veterinarian, as applicable.

Pursuant to 810 KAR 1:110, the Kentucky Horse Racing Commission (the "KHRC") is authorized to conduct "out of competition" testing on any horse that is eligible, or that may become eligible, to race in Kentucky. A horse is eligible to race in Kentucky if it is under the care, custody or control of a trainer licensed by the KHRC; or is owned by an owner licensed by the KHRC; or is nominated to a race at an association licensed by the KHRC; or has raced at an association licensed by the KHRC within the previous twelve calendar months; or is stabled on the grounds of an association or training center subject to the jurisdiction of the KHRC; or is nominated to participate in the Kentucky Standardbred Development Fund. The KHRC is authorized to test for blood doping agents, venoms and their derivatives, and growth hormones. The regulation also prohibits possession of the foregoing substances, as well as whole blood or packed red blood cells, on the grounds of an association or training facility subject to the jurisdiction of the KHRC. A horse designated for testing must be made available for sampling at a mutually agreed-upon location within six hours of notification that it has been designated for testing. If a horse is not made available for testing, or if there is any other failure to cooperate with the KHRC, the individual(s) responsible will be penalized to the full extent allowed by the regulation. If a horse tests positive for a prohibited substance, the owner and trainer are notified of the test results, and the horse is placed on the Veterinarian's List pending a steward's hearing. The owner and/or trainer have the right to split sample analysis, as set forth in 810 KAR 1:018/811 KAR 1:090. If the positive finding is confirmed, serious penalties shall be imposed, including but not limited to, the revocation of the violator's license for a period of five to ten years. The regulation can be found in its entirety at: <http://www.khrc.ky.gov/>.

THE UNDERSIGNED TRAINER HEREBY CERTIFIES THAT HE HAS READ AND UNDERSTANDS AND AGREES TO THE FOREGOING TERMS AND CONDITIONS INCLUDING ALL RELEASE PROVISIONS, HE HAS PROVIDED A COPY OF THIS AGREEMENT TO EACH OF THE OWNER(S) SO LISTED HEREON. HE HAS VOLUNTARILY SIGNED THIS AGREEMENT AND NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS AGREEMENT HAVE BEEN MADE.

HORSES SHIPPED TO OAK GROVE WITHOUT APPROVAL WILL NOT BE UNLOADED. IF ALLOTTED STALLS, THERE SHALL BE NO SUBSTITUTION OF HORSES WITHOUT CONSENT OF THE RACING SECRETARY.