

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

By executing the Stall Application for the revocable grant of stall space by Revolutionary Racing Kentucky, LLC (RRKY) d/b/a Sandy Ridge Racing and/or accepting a grant of stall space the undersigned ("Trainer") agrees on behalf of himself, and as agent for 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 an acceptance of stall space at Sandy Ridge Racing at the Red Mile, the shipping in of any horse to Sandy Ridge Racing at the Red Mile and/or entry of any horse in a race run at Sandy Ridge Racing facilities, Trainer will comply with and abide by all terms, provisions and conditions set forth in this Stall Application, all rules of the Kentucky Racing Commission (the "KYRC"), and all rules and conditions of Revolutionary Racing Kentucky including, but not limited to, the House Rules Governing the Conducting of Racing, which may, at any time, be adopted or amended (the "Rules"). Trainer hereby accepts the decisions of the KYRC Stewards on any questions relating to a race or racing. Trainer shall be responsible for obtaining and becoming familiar with all such Rules. Sandy Ridge Racing reserves the right to make all decisions regarding preferences, conditions and the interpretation and application of any Rules. Its decision shall be final. Trainer agrees to comply with, and abide by, any decision of the KYRC and/or the officers of Sandy Ridge Racing with regard to such Rules.

**2. Reservation of Rights:** As the organizer, host and sponsor of quarter horse races, Sandy Ridge Racing hereby reserves unto itself, its agents, assigns and licenses, the sole and exclusive right to produce, exhibit, sell, license, transfer or transmit in any manner, still or motion pictures, radio, television broadcast, or any other media transmission, now known or thereafter developed, of all racing events which occur at Sandy Ridge Racing at the Red Mile, including without limitation, all activities occurring before, during and after quarter horse races and reserves the sole and exclusive right to utilize events, including the race and the results thereof, all for the purpose or use as RRKY shall determine (the "Host Rights"). 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, radio or television programs, without remuneration except for contributions to horsemen's purses from wagering on the races established by Sandy Ridge Racing for each race, by written contract or Kentucky Statute. The 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 RRKY which is inconsistent with the full and exclusive exercise by RRKY of its Host Rights.

**3. License:** Allocations of all stall space are made only with the agreement of Trainer that Sandy Ridge Racing at the Red Mile reserves the exclusive right, in its sole discretion, to enter, modify, alter or change the physical condition or use of any of its facilities: that permission granted herein to Trainer to use Sandy Ridge Racing at the Red Mile facilities is solely for purposes incidental to racing, and does not constitute a lease of such facilities. It is understood and agreed that RRKY maintains the sole interest in, and exclusive control of, its premises and facilities; and that RRKY 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 the trainer.

**4. Revocation:** Trainer agrees that its right to enter on the Sandy Ridge Racing at the Red Mile grounds and to use the facilities is subject to revocation, with or without cause, in the sole and exclusive discretion of RRKY, upon 48 hours' notice in writing delivered by mail, 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 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 RRKY, 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 RRKY's sole and exclusive discretion, without notice. RRKY is a private racing facility, and as such reserves the right to eject any person from the Sandy Ridge Racing at the Red Mile grounds for any reason RRKY sees fit at any time.

### **5. Release and Indemnification:**

**A.** Trainer and his agents, servants, employees and/or invitees, hereby release RRKY, Sandy Ridge Racing and The Red Mile, their affiliates, and respective principals, officers and directors, agents, representatives and employees 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 and/or his agents, servants, employees, invitees, and/or the property owned by or under the control of trainer at RRKY facilities (including horses, as well as loss of use of property). Trainer recognizes and assumes the risk of its activities to be undertaken at RRKY facilities and Trainer has inspected and is familiar with Sandy Ridge Racing at the Red Mile facilities, including, but not limited to, its stable facilities, racing surfaces, and all other related and pertinent portions of Sandy Ridge Racing at the Red Mile, 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.

**B.** Trainer hereby agrees to indemnify, protect, defend, and hold RRKY, Sandy Ridge Racing at the Red Mile, The Red Mile 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 Sandy Ridge Racing at the Red Mile facilities. This indemnity and indemnification shall include, but not be limited to, 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 intentional willful act or omission of Sandy Ridge Racing at the Red Mile.

**C.** 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 Kentucky and shall be binding upon Trainer, its successors and/or assignees. The maintenance by Sandy Ridge Racing at the Red Mile 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, RRKY shall mean and include RRKY and its affiliates, and their respective officers, directors, agents, employees, contractors, servants, and licensees.

**D.** Trainer assumes full responsibility for the safety and well-being of all the horses under his care, custody and control while stabled at Sandy Ridge Racing at the Red Mile or while being transported in vehicles owned, arranged for, or provided by Sandy Ridge Racing at the Red Mile 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 premise or on the grounds owned, leased or controlled by RRKY, or while on vehicles owned, arranged for or provided it 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 Sandy Ridge Racing at the Red Mile, promptly calling to the attention of the Race office. The undersigned further agrees to properly supervise owners, employees, agents, invitees, and other persons known to him to be in the area assigned to the Trainer pursuant to this application, and the Trainer hereby acknowledges that he is responsible for the conduct of his owners, employees, agents, and invitees. Furthermore, the undersigned acknowledges that RRKY, Sandy Ridge Racing at the Red Mile or the Red Mile has no obligation to remedy any condition at the facility, including the racetrack areas, unless RRKY has reasonable opportunity to repair such condition.

**E.** Dormitory rooms, stable, feed rooms and all vehicles on the premises are subject to inspection by security personnel at any time.

**6. Workers' Compensation:** Trainer certifies that he/she has secured Workers' Compensation Insurance coverage for all employed personnel in accordance with the statutory requirements of the Commonwealth of Kentucky, the House Rules Governing the Conduct of Racing set forth by Sandy Ridge Racing at the Red Mile, and the insurance company providing such coverage, the policy number and its date of issue are as follows:

INSURER: \_\_\_\_\_ POLICY #: \_\_\_\_\_ DATE OF ISSUE: \_\_\_\_\_

Trainer shall furnish a copy of a notice to Workers' Compensation certificate of insurance for all employed personnel in accordance with statutory requirements of the Commonwealth of Kentucky. Evidence of coverage is a prerequisite to racing or stabling.

**7. Cancellation of Races:** Sandy Ridge Racing 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 Kentucky and the making of an entry to any of the Races is received with the understanding Sandy Ridge Racing 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 Sandy Ridge Racing at the Red Mile 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 by RRKY. Applications for stall allocations are received only with the understanding that RRKY, 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.

**9. Ship ins:** Horses shipped to the Red Mile without approval will not be unloaded. There shall be no substitution of horses without consent of the racing secretary.

**10. Warning:** Under Kentucky 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.

**12. Miscellaneous:** 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 he or she has 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 Sandy Ridge Racing at the Red Mile. Trainer shall indemnify and hold RRKY, Sandy Ridge Racing at the Red Mile and The Red Mile 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, 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 Kentucky.

**13. 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 will provide a copy of this Agreement to each of the Owner(s) listed herein, and that Trainer has voluntarily executed this Agreement, and that no oral representations, statements, or inducements apart from this Agreement have been made.

Print Name: \_\_\_\_\_

Trainer's Date of Birth: \_\_\_\_\_

Signature: \_\_\_\_\_

Track Vet Used: \_\_\_\_\_



**TRAINER NAME:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**e-mail:** \_\_\_\_\_

- Owners who start a horse at Sandy Ridge at will receive the greater of \$500 or purse money earned from the race. Trainers will receive the greater of \$200 or purse money earned per horse started.
- All owner transfers must be made by first day of entries--March 11th •KYRC license is required for all participants. Visit: [www.khrc.ky.gov](http://www.khrc.ky.gov) for forms and information.
- Stable area opens March 8th and closes on March 26th. All stalls must be occupied by March 15th or may revert to the Association unless prior arrangements are made.
- **Condition of entry, QH shall either submit negative hair samples with a test date within 30-days of the race "or" have hair sample pulled by a commission vet prior to the race and sent to a testing lab.**
- **KHRC requires all horses racing to have a pre-entry physical exam as explained in rules 810KAR 4:030 Section 17.**
- A current workers' compensation policy (WCP) indicating coverage specific to Kentucky must accompany stall applications.
- Trainers must have a W-9 on file with the bookkeeper prior to stabling and shipping confirmation.
- All ship-in horses must be on the grounds and in their proper assigned stall a minimum of five (5) hours before the scheduled post time of race one.
- Only approved horses will be permitted on the grounds. No exceptions.
- All works must be organized and completed from the gate to finish line only in clear view of clockers
- All Horses entering the Racetrack grounds must have proof of health certificate and required vaccinations, which shall include: (1) Certificate of veterinary inspection (Health Certificate) within the prior 3 days; (2) Verification of EEE/WEE/WNV (encephalitides), rabies, and tetanus vaccinations within the prior 12 months; (3) Verification of Influenza and Rhinopneumonitis vaccinations within the prior 120 days; and (4) Verification of Negative Equine Infectious Anemia (Coggins) Test valid through the meet.

- Hoses must be equipped with shut off devices.
- Trainers are responsible for placing their used bedding and/or hay into the designated manure hauling bins. Failure to follow this rule will result in fines and loss of future privileges.
- Trainers must immediately report to the security office any termination of an employee.
- Dogs are not permitted in the stable area.
- All ponies will be included in your stall allotment.
- Safety vests and helmets are mandatory for anyone astride a horse.
- No owner may have more than two trainers unless approved by the Racing Secretary.
- All horses must be bedded on shavings.
- Revolutionary Racing Kentucky has formally adopted a company-wide policy promoting the humane treatment of racehorses. Under the policy, any trainer or owner stabling at a RRKY facility who directly or indirectly participates in the transport of a horse from a RRKY facility to either a slaughterhouse or an auction house engaged in selling horses for slaughter will be prohibited from having stalls or racing at any RRKY facility.

**NOTICE:** ACCEPTANCE OF STALL SPACE BY A TRAINER CONSTITUTES AGREEMENT TO ALL THE ABOVE RULES AND THE TERMS AND CONDITIONS ON THE BACK OF THIS FORM EVEN IF THE APPLICATION IS NOT SIGNED BY SUCH TRAINER OR IF ADDITIONS OR DELETIONS TO THIS APPLICATION ARE MADE BY SANDY RIDGE RACING. **\*\*workers comp insurance COI attached\*\***

Name of Horse	Sex	Age	Maiden	Distance(s)	Date/Place of last start	Name of registered owner	Permanent address and e-mail of owner
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							

Sandy Ridge Racing and Gaming | 10775 US Route 60 | Ashland, KY 41102

Return Application to: Sandy Ridge Racing, Attention Racing Secretary, to the address above or via e-mail to [mike.anifantis@sandysgaming.com](mailto:mike.anifantis@sandysgaming.com)