

Colonial Downs: Conditions to stabling, entry in races, release and indemnification agreement

By executing this application for the revocable grant of stall space by Colonial Downs, L.P. (Colonial Downs), and/or accepting a grant of stall space, the undersigned (Trainer) agrees on behalf of himself and as agent for each of the Owners listed on the reverse side hereof, as follows:

A valid signature on this document indicates that the undersigned hereby agrees to the following terms and conditions in consideration of the permission of Colonial Downs for the stabling and/or training of horses.

The conditions for Stall Allocations and access to the grounds for training must be abided by as follows:

- 1. Rules and Regulations.** The undersigned will abide by all rules and regulations of Colonial Downs including, without limitation, House Rules, and the Virginia Racing Commission (VRC), at any time adopted or as they may be amended. Trainers and Owners shall be responsible for obtaining and becoming familiar with such rules and regulations.
- 2. Stall and Tack Room Rent.** Stalls and tack rooms shall be assigned rent-free. However, Colonial Downs reserves the right to impose a rental charge at any time with thirty (30) days notice as long as such rental charge is not in conflict with any existing contract or statute.
- 3. Allocations.** Allocations of all stall space are made only with the agreement of Trainer that Colonial Downs reserves to itself the exclusive right, in its sole discretion, to enter, modify, alter or change the physical condition or use of any of its facilities; that the permission granted herein to Trainer to use Colonial Downs facilities is solely for purposes incidental to racing, does not constitute a lease, but a license, of such facilities and 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 totally eliminate the number of stalls assigned and/or change the location of stalls assigned to the Trainer.
- 4. Revocation.** Trainer agrees that the license granted herein to enter on Colonial Downs grounds and to use Colonial Downs facilities is subject to revocation, with or without cause, and in the sole and exclusive discretion of Colonial Downs. The undersigned will vacate stalls and move all horses, equipment, property and personnel, upon request from Colonial Downs within a reasonable time. A violation of the rules or regulations of the VRC or the conditions, rules and regulations of Colonial Downs or the creation, in whole or in part, by Trainer of any condition that may interfere with the sale and efficient operation of its business by Colonial Downs or the termination of the Trainer's agency relationship with the Owner(s) listed on the Stall Application, shall, in each case, subject this license to immediate revocation exercised at Colonial Downs's sole and exclusive discretion, without any prior notice.
- 5. Medication Compliance.** The parties agree that all horses on Colonial Downs grounds may, at Colonial Downs discretion and direction, be subject to inspection, which may include, at Colonial Downs discretion, the taking of blood, urine, saliva, or other specimen, which may be tested by Colonial Downs or its designees for the purpose of ensuring compliance with medication rules applicable in Virginia and/or for purposes of ensuring the integrity of racing.
- 6. Search and Seizure.** 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, vehicles and automobiles and any other area of the Colonial Downs premises 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.

7. Intellectual Property. Colonial Downs reserves to itself the exclusive right to produce, exhibit, use or dispose of motion pictures, television programs or other images or authorize or license others to make, exhibit, use or dispose motion pictures, television programs or other images of horse races and related events and the names of owners, trainers, or horses involved in events, or activities, occurring prior to, during and subsequent to the running of races on Colonial Downs premises. In receiving permission to use the Colonial Downs premises, or in making an entry in or participating in any race on the Colonial Downs premises, the undersigned on his behalf and as agent of the Owner hereby grants consent to be photographed and to have the Owner's horses photographed in any motion picture, television program or other image without remuneration to the undersigned or to the Owner and hereby grants Colonial Downs permission to use and exhibit such motion pictures, television and other images and names for advertising purposes, purposes of the trade or other use as Colonial Downs shall determine in its sole and exclusive discretion.

8. Release and Indemnification. All VRC licensees, including but not limited to Colonial Downs, owners, trainers jockeys, exercise riders and grooms ("Licensees"), participating in stabling, racing, training and related activities at Colonial Downs 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 Colonial Downs, **all licensees assume the risks of, and release, hold harmless and covenant not to sue all other licensees so participating for (i) negligence that causes or contributes to loss, loss of use, injury or damage to horses while on the premises of Colonial Downs**, whether arising from alleged acts or omissions of a Licensee or its agents or employees, the condition of the premises of Colonial Downs, or any other cause. Except as provided above, 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. 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 regulations ("VRC Regulations") and shall be binding upon Trainer, his successors or assignees. For purposes of Sections 8 and 14, Colonial Downs shall mean and include Colonial Downs and its officers, partners, agents, employees, contractors, servants, licensees and entities controlled by or under common control with Colonial Downs. In the event of any inconsistency between these provisions and the VRC Regulations, the VRC Regulations shall control. Further, these provisions will be deemed to be amended to the extent of, and to be in compliance with, any amendment to the VRC Regulations.

Notification. After submitting the Stall Application, the undersigned agrees to notify Colonial Downs of any changes in stall requirements. After confirmation of stall allocations, the undersigned agrees to notify Colonial Downs immediately of any material changes in shipping plans.

9. Current negative Coggins and health certificate (dated prior to one year and is valid for the duration of the meet) or copy thereof must be presented at stable gate before horses will be permitted to unload. Furthermore, all horses must have a Health Certificate dated within 10 days evidencing an equine EHV inoculation dated 7 days prior to shipping and no older than 90 days.

10. Investigation Report. In making this application for stalls or to otherwise participate in Thoroughbred racing, it is understood that an investigation report may be made whereby information is obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors, or others with whom you are associated. This inquiry includes information as to your character, general reputation, personal characteristics, and mode of living, which may be applicable. You have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation.

11. 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 VRC Regulations. Nominations or the making of any 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 without notice.

12. 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 and directions regarding training activities as may be determined by Colonial Downs. Applications for stall allocations are received only with the understanding that Colonial Downs reserves the right to refuse, cancel or revoke any stall application or the transfer thereof for any reason and without notice to Trainer.

13. Miscellaneous. This agreement will be effective with regard to Trainer's stabling during and/or participation in the race meet specified herein, and Trainer's participation in any and all other race meetings and related activities or the non-seasonal 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 Trainer, the principal for whom he is agent), all Owners(s) of 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 will be subject to voluntary or involuntary alienation, assignment or transfer. Trainer covenants that the Owners(s) have agreed to the foregoing conditions and further agrees that he will deliver their written consent and agreement to such conditions upon request by Colonial Downs. Trainer will indemnify and hold Colonial Downs harmless from and against any claim or cause of action (including any expense incurred 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. References to "he" in this agreement shall apply equally to members of the male or female gender. This agreement will be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Virginia.

14. STALLS MAY NOT BE SUBLET WITHOUT PRIOR WRITTEN CONSENT OF COLONIAL DOWNS OFFICIALS. In addition, no vacant stalls under lease may be used in order to allow horses to ship in for daily workouts.

SPECIAL NOTICE

All applications received by Colonial Downs must be accompanied by a current past performance attached for each horse. Applications **MUST** be received by the published stall application deadline or no consideration will be given.

STALL APPLICATIONS WILL NOT BE PROCESSED WITHOUT CURRENT PAST PERFORMANCES.

Ian M. Stewart, President and CFO

Tyler B. Picklesimer, Director of Racing and Racing Secretary

DO NOT SHIP TO COLONIAL DOWNS UNTIL NOTIFIED THAT STALL RESERVATIONS HAVE BEEN ALLOTTED.

TRAINERS ARE RESPONSIBLE FOR TACK AND DORM ROOMS ASSIGNED TO THEM.

To be signed by Owner / Trainer

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

HORSES SHIPPED TO COLONIAL DOWNS WITHOUT APPROVAL WILL NOT BE UNLOADED. IF ALLOCATED STALLS, THERE WILL BE NO SUBSTITUTION OF HORSES WITHOUT THE CONSENT OF THE RACING SECRETARY.

Dated this _____ day of _____ 20____

To be signed by Owner / Trainer _____



2012 STALL APPLICATION

June 2 – July 28

Colonial Downs
 10515 Colonial Downs Parkway
 New Kent, Virginia 23124
 (877) 482-7223
 Fax: (804) 966-1565

Name _____

Permanent address _____

Current address _____

E-Mail Address (Receive Racing Office Info.) _____

Home phone () _____

Mobile phone () _____

APPLICATIONS ARE DUE SATURDAY, APRIL 28, 2012

	Name of Horse (Please print)	Sex	Age	Class	Distance Preferred	Date & Track of Last Start (must be supplied)	Name of Owner	Complete Permanent Address
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

NO DOGS ALLOWED.

*Applications will not be processed without current past performances.
 Application must be complete and signed on the reverse side.*

Notice: Applications must be filled out completely and signed on the reverse side by the trainer, as representative of all parties having an interest in the horses listed. This application is subject to the terms and conditions on the reverse side.
 Preference given to Virginia-bred and Virginia-sired horses in overnight races. Preference must be claimed at time of entry.

Current negative Coggins and health certificate (dated prior to one year and is valid for the duration of the meet) or copy thereof must be presented at stable gate before horses will be permitted to unload. Furthermore, all horses must have a Health Certificate dated within 10 days evidencing an equine EHV inoculation dated 7 days prior to shipping and no older than 90 days.