

November 5-6, 2021 Breeders' Cup World Championships Rules and Regulations

1. Pre-entry and entry fees are accepted subject to approval by Breeders' Cup Limited (BCL), in BCL's sole discretion. The propriety of the amount of the enclosed fee will be determined by BCL and pre-entry and entry fees if determined to be other than that which accompanies this document shall be paid in full before a horse is permitted to start in a Breeders' Cup World Championships (BCWC) race. Pre-entry and entry fees will not be added to purses but will become the property of BCL. BCWC purses will be distributed in accordance with the information as set forth on pages 21-34 of the 2021 Breeders' Cup Horsemen's Information Guide, which information is incorporated herein, and in accordance with applicable state law.
2. BCL may refuse the pre-entry or subsequent entry of any horse if, in BCL's sole discretion, for any reason, including, without limitation, its association with any connection (e.g., owner, trainer, jockey) of such horse has engaged in, or become the subject of a regulatory or law enforcement inquiry or action alleging, conduct that is unlawful, unethical or may otherwise compromise the integrity or reputation of the BCWC.
3. Horses which start in any BCWC race will earn a foal nominator award that will be paid to the person who nominated the horse. A stallion nominator award will be paid to the person who nominated the sire of the horse to Breeders' Cup. Stallion nominator awards will be paid to nominators under the International Breeders' Cup program in accordance with the rules of that program. Nomination in this sense means registering the horse or sire in the Breeders' Cup program and does not mean pre-entry or entry in BCWC races. Nominator awards shall not be transferable without authorization of BCL. Purses and nominator awards shall be distributed after certification that the purse is distributable. Purses shall be distributed by the host track and nominator awards shall be distributed by BCL.
4. Pre-entry and entry in BCWC races are received only upon the condition of compliance with the rules and regulations governing Thoroughbred horse races adopted by the state where the races are run, the rules and regulations of the track, the rules and regulations of BCL and compliance with any decision of the state racing officials and/or officers of the track and/or BCL, regarding the interpretation and application of their respective rules and regulations. BCL shall have no liability for the actions of any officials or employees of any such track or for any matter under the control of such track, its officials or employees. Purses shall be payable to the rightful parties recognized as such by state racing officials.
5. A horse entered in a BCWC race may be scratched by authorized racing officials if (i) such horse's equipment malfunctions, is damaged or lost and cannot be remedied within sufficient time, in the judgment of authorized racing officials, to allow the race in which such horse is entered to start at post time for such race or (ii) if any other unavoidable event occurs with respect to a horse entered in a BCWC race, or to its jockey, which cannot be remedied within sufficient time, in the judgment of authorized racing officials, to allow the race in which such horse or jockey is scheduled to participate to start at post time for such race. In the event of a scratch under such circumstances, the pre-entry fee and entry fee due at entry which were paid in respect of such horse may, in the discretion of BCL, be refunded.
6. BCWC races are limited to 14 starters, and in some cases 12 starters. A horse may not double-enter BCWC races. Entries will be selected in accordance with the Breeders' Cup Field Selection System or by such other method as BCL may determine in its sole discretion. The Breeders' Cup Field Selection System is set forth on pages 35-36 of the 2021 Breeders' Cup Horsemen's Information Guide and is incorporated herein. BCL reserves the right to transfer any turf race to the main course and to modify the distance of any race to accommodate the track selected for every race. BCL reserves the right to cancel any, or all, BCWC races without notice prior to the actual running thereof, without liability, except for the return of pre-entry and entry fees. Entries must satisfy the minimum entry qualifications of BCL as set forth on page 18-19 of the Breeders' Cup Horsemen's Information Guide and incorporated herein.
7. The California Horse Racing Board (CHRB) conducts out-of-competition (OOC) testing of horses under the CHRB's jurisdiction. OOC testing may be conducted by the CHRB, or other racing regulatory authorities designated by CHRB, at any time. Any horse that tests positive for prohibited substances listed in the CHRB regulations may be subject to regulatory action. See pages 87-112 of the 2021 Horsemen's Information Guide. Owners of horses that are pre-entered agree to notify BCL within three days if they receive notification of any positive drug finding from the CHRB or any regulatory authority and owners consent to the disclosure of such test results to BCL. If notification is not made within three days, BCL may refuse pre-entry of the horse. In addition, BCL will be conducting OOC testing on 2021 Challenge winners and other possible starters prior to the BCWC. This testing is separate from what the CHRB may conduct. A horse may be prevented from entering unless the Owner and trainer comply with any pre-race testing request. **As a condition of entry for any BCWC race, no horse (i) within six (6) months of the BCWC shall test positive in a BCL out-of-competition test sample for or have a veterinarian reported administration of any anabolic steroid, any bisphosphonate, or any other prohibited substance described under the Association of Racing Commissioners International ("ARCI") prohibited substance list at ARCI-011-015 V.10.0 (Annex I) of ARCI's Model Rules, and any horse in violation of this condition (i) shall be ineligible to participate in the 2021 BCWC. Any horse nominated, pre-entered or entered to race is subject to blood, hair, or urine testing at any time. (ii) within thirty (30) days of the BCWC shall have been treated with extracorporeal shock wave therapy; and any horse in violation of this Condition (ii) shall be ineligible to participate in the 2021 BCWC. (iii) will have a positive finding of any medication or substance carrying a Category "A", "B" or "C" penalty as designated in California Horse Racing Board Rule 1843.2 (Rev. 02/21) in a BCWC post-race test sample; and a positive finding for any of these medications or substances, as described above will lead to a disqualification of the horse, a redistribution of the purse and a suspension of the trainer for one year from competing in the next BCWC. See page 89-90 of the Horsemen's Information Guide. If any connection of the above-described horse has been notified by a regulatory body, race track or racing association (i) about a pending or potential medication violation involving the connection, or (ii) that such connection is currently banned, ejected or denied from participating in racing in its jurisdiction or facility, such connection must immediately report the same to Breeders' Cup.**
8. Breeders' Cup Prohibited Substance Rule and Convicted Trainers Rule are in effect. Please refer to page 88-89 of the 2021 Horsemen's Information Guide for these rules which are incorporated herein.
9. In making any application for participation in Thoroughbred racing, it is understood that an investigation may be made by the appropriate authority as to the character, reputation, mode of living and financial standing of the Owner(s), which investigation may involve interviews with family, personal or business acquaintances.
10. Owner hereby expressly and irrevocably grants BCL the exclusive right to use, in connection with the promotion of the Breeders' Cup program, the name and likeness of the Owner, any horse pre-entered, entered or nominated and of any co-owners, jockeys, trainers, colors, logos, silks and any other associated or identifying characteristics as well as any other matter relating to the participation of the horse in the Breeders' Cup program. Promotion by BCL may include, without limitation, telecasting, broadcasting, photographing and/or recording in any manner the races which are a part of the Breeders' Cup program and the activities incident to them, and broadcasting, exhibiting and/or exploiting the same by any means now or hereafter known, including, without limitation, licensing such rights to others for uses approved by BCL. Owner hereby expressly, irrevocably and perpetually waives on his behalf and on behalf of all Owner Parties any and all rights any of them may have in connection with any matter referred to in this paragraph, including, without limitation, any claim to invasion of the right to privacy, the right of publicity, for misappropriation, for infringement of trademark, trade dress and other intellectual property rights, or for any remuneration therefor. Upon demand, Owner shall cause any of the Owner Parties to deliver releases to BCL permitting it to use and exhibit such material. Owner Parties understand and agree that BCL reserves the right to use names, trademarks, service marks, copyrights, symbols, logos, slogans, results, still and motion pictures, audio reports, trailers, promos and other identifying characteristics relating to BCL and the Breeders' Cup program and that any such use by Owner Parties of any of them is prohibited without the express consent of BCL. BCL reserves all rights to advertise the Breeders' Cup program in any manner deemed appropriate by BCL. Neither Owners nor trainers shall display commercial advertising, before, during or after the BCWC in which the horse is entered without prior approval of BCL. Jockeys shall not display commercial advertising, before, during or after the BCWC race in which the horse is entered except in accordance with the jockey advertising rules in effect for the BCWC and approved by the Stewards. Please refer to the jockey advertising rules set forth on page 86 of the Horsemen's Information Guide.
11. All claims and objections arising out of the application or interpretation of any rules or conditions of BCL, except for disputes regarding BCL's Prohibited Substance Rule or Convicted Trainers Rule, shall be decided solely by BCL in its sole discretion. Information regarding the Appeals Procedure for BCL shall be furnished to any person submitting a written request for such information to Breeders' Cup Limited, Attn: Appeals Board, 215 W. Main St., Suite 250, Lexington, Kentucky 40507. Any person wishing to object to any action or decision by BCL in the application of its rules or conditions must, within thirty (30) days of being advised of such action or decision, submit to the Appeals Board a written objection in compliance with the Appeals Procedure and shall be entitled to an oral hearing upon making a written demand as set forth in the Appeals Procedure. The Appeals Procedure shall not be applicable to matters arising with respect to the field selection for the BCWC races. All matters concerning field selection are decided by BCL in its sole discretion. Owner agrees that any dispute with BCL regarding the BCL Prohibited Substance Rule or Convicted Trainers Rule shall, following the exhaustion of all administrative remedies available under the laws and regulations of the applicable state in which the BCL races are conducted, be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and the award rendered by the arbitrator(s) shall be recognized by Owner and BCL and judgment thereon may be rendered in any court having jurisdiction thereof. BCL reserves the right to waive or modify its rules and regulations on a case by case basis at any time. Any waiver, failure to enforce or modification by BCL of any of the terms and conditions of the Horsemen's Information Guide at any time shall not in any way affect, limit, or waive BCL's right thereafter to enforce and compel strict compliance with every term and condition of the Horsemen's Information Guide.
12. Owner agrees to indemnify and hold harmless BCL (or if for any reason indemnification is not available, to contribute to BCL's losses), to the fullest extent permitted under the law, from and against any and all claims, damages, liabilities, losses, costs or expenses, including reasonable attorneys' fees (should BCL select its own counsel which it may do in its sole and absolute discretion), to which BCL may become subject or liable as a result of or arising out of directly or indirectly: (i) any action or conduct of any horses owned by or under the control or direction of Owner while on the race track premises, and (ii) any acts, or failure to act by the undersigned Owner, any Co-owners, or any of their agents, employees or invitees while on the race track premises; or (iii) any breach by Owner of the terms and conditions contained herein.
13. Owner agrees that BCL may inspect and copy for its own use all documents, electronic or otherwise, containing reports by official racing veterinarians of pre-race, 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 Owner's horse(s) nominated, pre-entered or entered in BCWC races.
14. Owner recognizes that participating in stabling, racing, training and related activities is inherently dangerous, and further recognizes that hazards and risks inherent in such activities may cause the injury or death. By participating in such activities, Owner assumes the risks associated therewith. In consideration of participating in stabling, racing, training and related activities associated with BCL, Owner hereby releases, waives against and discharges BCL, to the fullest extent permitted under the law, from any claims, losses, obligations, costs and expenses arising from or due to personal injuries or property damages of any kind or description to the person, property or horses owned or controlled by Owner occurring on the race track premises. Owner agrees that all risk of loss, injury, damage or destruction to persons or property, including but not limited to, the horses brought onto the race track premises by or at the direction of Owner, his agents or employees, arising from, due to, caused by, resulting from or in any way, directly or indirectly, related to any cause, including but not limited to accident, theft, fire or otherwise, whether or not caused by or contributed to by or related to any fault or negligence of BCL or the condition of the race track premises, and including, without limitation, the danger of being exposed to or infected by COVID-19 or another infectious disease, are assumed in full by Owner, except as to acts or conditions caused by the intentional, willful, or reckless conduct of BCL. Owner agrees that the release and waiver and discharge provisions hereof are intended to be as broad and inclusive as permitted by the law. Owner further agrees that the foregoing provisions hereof regarding such release and waiver and discharge shall not be deemed waived or affected in any way by the fact that BCL does or does not, may or may not, in the future carry insurance coverage against claims where loss is caused by or resulting from damage or injury to property, persons and/or horses while competing on the race track, using the training tracks, stables, roads or any other facilities over the race track premises or in transit thereon.
15. Whenever the term "Owner" is used herein, it shall include the undersigned and all Owner Parties.
16. In consideration of BCL's agreement to pay the purses described hereinabove, Owner hereby consents to allow BCL and/or the host track to contract with any domestic or foreign licensed wagering entity for the purpose of accepting wagers on the BCWC races pursuant to the Interstate Horseracing Act of 1978, 15 U.S.C. sections 3001, et seq. and warrants that no third party or organization has or will be given the right or authority to assert any claim, demand or cause of action inconsistent with such consent.
17. The terms and provisions of the 2021 Breeders' Cup Horsemen's Information Guide are incorporated into these Rules and Regulations, except to the extent of any disagreement or inconsistency between them, in which event the express terms of these Rules and Regulations shall govern.

Pre-Entry Fee due Monday, October 25, 2021 at 12 noon (PDT).

WORKOUT REQUEST FORM



Trainer:

Barn #

Failure to submit a request for each horse you intend to work* may result in a fine. Request must be received in the Breeders' Cup Racing Office by 12 noon (PT), 24 hours before the intended work.

Email form to: breederscupvets@gmail.com

HORSE NAME(S):

WORKOUT DATE:

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**Applies to all racing surfaces at Del Mar, Santa Anita, San Luis Rey Downs or Los Alamitos.*

Del Mar Rules & Conditions for Racing

TRAINER'S AGREEMENT

DEL MAR THOROUGHBRED CLUB 2021 RULES AND CONDITIONS FOR RACING AND TRAINING

As a condition to, and in consideration for Trainer being permitted to race, work or train any horse at Del Mar or any authorized Del Mar auxiliary training facility, the undersigned Trainer and Trainer's Attending Veterinarian hereby agree to be bound by the following:

1. Trainer will not enter a horse in any race UNLESS the horse has: (1) been examined by Trainer's Attending Veterinarian during the three (3) days immediately preceding the race entry day for the express purpose of evaluating the horse's fitness to race; and (2) been found fit to race by the Attending Veterinarian. The attending veterinarian and trainer are obligated to inform the examining veterinarians of any changes in the horse's fitness after entry and before race day.
2. Trainer will not permit a horse to work UNLESS the horse has: (1) been examined by the Trainer's Attending Veterinarian during the five (5) days immediately preceding the work for the express purpose of evaluating the horse's fitness to work; and (2) been found fit to work by the attending veterinarian. The attending veterinarian and trainer are obligated to inform the examining veterinarians of any changes in the horse's fitness prior to work day.
3. Trainer will not enter in any race a horse that is an un-started 4 year-old or older or has not raced in the preceding 365 days UNLESS, the horse has: (a) worked 5 furlongs in 1:03 or better for an official California regulatory veterinarian; and (b) passed a post-work official test as required by CHRB regulations. In addition to the criteria set forth in Section 1, a horse that is an un-started 4 year-old or older or has not raced in the preceding 365 days, or horses that have not raced within 120 days but have raced within 365 days are required to have an examination performed by a regulatory veterinarian prior to entry within 14 days prior to entry.
4. Trainer will not enter a horse in any race if the horse has received an intra-articular injection during the fourteen (14) days immediately preceding the race. In addition, trainer will not enter a horse in any race if the horse has received an intra-articular injection of cortisone in to the fetlock joints within the previous thirty (30) days immediately preceding the race.
5. No veterinarian shall be recognized or considered an Attending Veterinarian unless and until Trainer and such veterinarian has agreed to be bound by this Agreement by submitting a fully executed copy of this Agreement to DMTC's Racing Office.

Under no circumstances shall an examination conducted by a veterinarian who has NOT been identified as the Trainer's Attending Veterinarian in compliance with this paragraph constitute a valid examination for purposes of determining a horse's fitness to race, work or train.
6. DMTC and its regulatory veterinarians are entitled to contact, without prior notice, Trainer's attending veterinarian(s) to confirm that examinations have been conducted pursuant to these rules and that any such examination meets DMTC's requirements.
7. All horses at Del Mar and authorized Del Mar auxiliary training facilities are subject to veterinary inspections for the purpose of confirming each horse's fitness to race or train.
8. Trainer will not administer, directly or indirectly, or otherwise permit to be administered, any medication to a horse under Trainer's care that is racing or training at Del Mar UNLESS such medication is: (1) prescribed for that specific horse; and (2) administered strictly in accordance with CHRB regulations.
9. All horses at Del Mar and authorized Del Mar auxiliary training facilities are subject to blood testing by CHRB licensed veterinary personnel to confirm compliance with DMTC training medication policies. Trainer will not refuse to permit blood testing of any horse under Trainer's care and will ensure that all owners or other persons having care of any such horse fully cooperate in permitting blood testing of such horse.
10. All horses at Del Mar and authorized Del Mar auxiliary training facilities are subject to veterinary monitoring during training, and Trainer and Trainer's staff will cooperate fully with all requests made by veterinarians and outriders.
11. Any violation of, or failure to comply with, these rules may result in the immediate expulsion of Trainer and/or Attending Veterinarian from the 2021 Del Mar Race Meet. Any such expulsion shall be at DMTC's sole and absolute discretion.
12. As used herein, the term "Attending Veterinarian" shall include the undersigned veterinarian and any veterinarian who is a member of his/her veterinary practice.

By signing below, Trainer certifies that Trainer (a) has read and fully understands the above rules and conditions for racing and training during the Del Mar 2021 Race Meets, (b) will consult with Trainer's Attending Veterinarian or the CHRB official veterinarian if Trainer has any questions regarding such rules, and (c) will comply fully with such rules.

By signing below, the Attending Veterinarian certifies that he/she (a) has read and fully understands the above rules and conditions for racing and training during the Del Mar 2021 Race Meet, (b) will consult with the CHRB official veterinarian if he/she has any questions regarding such rules, and (c) will comply fully with such rules.

I HAVE READ AND AGREE TO THE FOREGOING RULES AS OF THE DATE SET FORTH BELOW:

TRAINER

Date: _____

By: _____

Printed Name: _____

ATTENDING VETERINARIAN

Date: _____

By: _____

Printed Name: _____

Name of Practice: _____

Note: 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 this Agreement to DMTC's Racing Office. Email: tora@dmtc.com

**STALL APPLICATIONS CLOSE
FRIDAY, OCT 1, 2021
FOR THE 2021 BING CROSBY SEASON**
Participation during the fall meet is expected and will be a determining factor for stall space in the summer.



**BING CROSBY SEASON
WEDNESDAY, NOVEMBER 3 - 28, 2021
PHONE (858) 792 - 4230**

RETURN APPLICATIONS TO:
**Attn: RACING OFFICE
DEL MAR THOROUGHBRED CLUB
P. O. BOX 700, DEL MAR, CA 92014**
SUBMIT ELECTRONICALLY TO:
EMAIL: DAVID@DMTC.COM FAX: (858) 794-1049

ELIGIBILITY RULES

FOR THREE-YEAR-OLDS AND UP WHICH HAVE BROKEN THEIR MAIDEN:

- Any winner which has started for less than claiming \$5,000 must finish first, second, or third for claiming \$5,000 or more since.

FOR MAIDEN:

- Maidens which have started in a maiden race for less than \$12,500 will not be eligible, unless, after such start, that horse finishes 2nd, 3rd, 4th in a race for \$12,500 or greater.
- Maidens over six-years-old are not eligible and will not be allowed to stable at Del Mar or any approved training facility.

ADDITIONAL RULES:

- Any owner or trainer who directly or indirectly participates in the transport of a horse from Del Mar to either a slaughterhouse or an auction house engaged in selling horses for slaughter, shall be prohibited from any allotment or use of a stall or stable at Del Mar, or other off-track stabling facility over which Del Mar exercises any control or indirectly funds.
- Any thoroughbred claimed may not race out of state without approval of the Racing Secretary until the conclusion of the meet or 45 days, whichever period is longer; unless such horse is to run in a stakes race.

ALL INFORMATION MUST BE FILLED OUT COMPLETELY

DO NOT WRITE IN THIS SPACE	NAME OF HORSE (IF UNNAMED, LIST DAM)	AGE	MDN ✓	ALW	CLAIMING PRICE	OWNER
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

You must indicate your stabling preference by using the number 1 for your FIRST CHOICE and numbers 2 and 3 for your other choices, in order of preference. DMTC stable area opens October 23rd.

_____ DEL _____ SANTA _____ LOS _____ SAN LUIS REY
_____ MAR _____ ANITA _____ ALAMITOS _____ TRAINING CTR

Comments _____

CHECK BOX IF YOU PLAN TO SPLIT YOUR STABLE

SEE OTHER SIDE

Must read and sign on reverse side.

Trainer _____
(APPLICATIONS MUST BE SIGNED BY TRAINER)

Address _____
TO WHICH NOTIFICATION MAY BE SENT

Cell Phone _____

E-mail Address _____

DEL MAR THOROUGHBRED CLUB STALL APPLICATION CONDITIONS APPLICABLE TO OCCUPATION OF STALL SPACE AT DEL MAR RACE TRACK

The undersigned trainer applicant (Applicant) hereby agrees to each of the following terms and conditions in consideration for permission of Del Mar Thoroughbred Club, Incorporated (DMTC or Track) for the stabling of horses being trained by the undersigned at Del Mar Race Track during the race meeting identified on the face of this application:

1. The decision to grant or deny this application is at the sole discretion of DMTC, and DMTC reserves the right without notice to the Applicant, (a) to refuse this application for stable space in whole or in part, or (b) to refuse the entry or the acceptance of any entry in any race or (c) to refuse the transfer of an entry for any cause. DMTC's decision to exercise its rights under (a), (b), or (c) shall not be made in an arbitrary or capricious manner. If applicant believes DMTC has exercised its rights under (a), (b), or (c) of this Section in an arbitrary or capricious manner, then applicant may submit a claim to CTT for investigation. If CTT believes applicant's claim has merit, CTT shall be entitled to present to the Horsemen-Management Committee the factual basis for CTT's belief that DMTC has acted arbitrarily and capriciously in refusing trainer's Stall Application. Notwithstanding the foregoing, the final decision shall be made by DMTC. For purposes of clarity, a decision by DMTC shall not be considered arbitrary and capricious if it is supported by any rational business reason.
2. If any horse is denied stable space or the privilege of registration for racing for any reason, all nomination fees and payments for eligibility to stake races that have been paid with respect to the horse shall be refunded and such sum will be deducted from the total amount subscribed for the particular race or races.
3. After submission of this application for stalls, Applicant shall notify DMTC immediately of any change in stall requirements and, if stalls have been allocated, of any change in shipping plans.
4. Applicant has inspected the stalls at Del Mar Race Track and is familiar herewith and agrees to accept any stalls assigned pursuant to this application. Such stall shall be made available to Applicant in an appropriate condition for stabling.
5. Applicant agrees to vacate any stalls assigned at Del Mar Race Track and to remove all horses, equipment and personnel from the premises of Del Mar Race Track within three (3) days after being requested to do so. However, DMTC's decision to exercise its rights under this section shall not be made in an arbitrary or capricious manner. Additionally, in the event DMTC exercises its rights under this Section, CTT may ask for review of the decision before the Horsemen/Management Committee. Notwithstanding the foregoing, the final decision shall be made by DMTC.
6. Applicant represents that he/she has read and is familiar with the Rules of Racing and Regulations of the California Horse Racing Board, all conditions applicable to the racing meet identified on the face of this application, and the rules of DMTC which shall be published from time to time in the condition book(s), and agrees to be bound by and comply with the same. Applicant understands that the California Horse Racing Board may be represented by the Board of Stewards who have the authority, under the racing rules, to issue orders concerning Applicant. All stable reservations and entries in stakes and all other races shall be subject to all conditions, rules and regulations of the California Horse Racing Board and DMTC. Applicant represents that he/she is duly authorized to represent the owners of the horses listed on this Stall Application. All references herein to Applicant or to Applicant's horses, equipment, agents or employees, shall include said owners and their horses, equipment, agents and employees.
7. Applicant shall maintain an accurate Stable Employee Registration List and shall submit a copy thereof to DMTC.
8. All disputes, claims and objections arising out of racing, or with respect to interpretation of any rules or conditions of racing or otherwise, shall be decided by the Stewards of the meeting or the California Horse Racing Board. Subject to all legal rights of appeal, Applicant agrees to accept and abide by all decisions of such officials.
9. In all stakes, acceptances may be made only through the entry box at the usual time of closing of entries, on the day before the race, or at other times when the

conditions for the race specifically so state.

10. DMTC reserves the right to cancel any stake or other race which has not filled prior to the actual running thereof without liability to any person, except for the return of nomination and entrance fees paid. DMTC reserves the right to divide the added money for any stake which is run in more than one division.
11. Horses claimed by, or transferred or sold to, any person or stable which is not registered for racing at Del Mar Race Track must be removed from the grounds within twenty-four hours after they are claimed, transferred or sold unless their continued presence is approved by DMTC.
12. DMTC will, notwithstanding the coverage provided by the General Liability, Fire and Disaster Insurance in the accompanying RMA, in no event be considered to have responsibility for the care, custody or control of horses kept at DMTC while in assigned stalls or on the training track or any racing surface, or elsewhere. Applicant assumes full responsibility for the safety and well-being of all horses stabled by them at DMTC, and agrees to take all reasonable measures for the protection of such horses, including providing adequate supervision for such animals while on the premises, hiring competent personnel to take care for such animals at all times, cleaning and maintaining stalls assigned pursuant to this application and removing any hazardous condition from such stalls which is known to applicant or their employees, or if applicant believes that such condition should be remedied by DMTC, promptly calling to the attention of DMTC in writing, any such hazardous condition. Applicant further agrees to properly supervise all their employees, agents, their express invitees, and other persons known to them to be in the area assigned to them pursuant to this application, and hereby acknowledges that they are responsible for the conduct of their employees, agents and express invitees, and that DMTC has no obligation to remedy any condition on the track premises which may be caused by the negligence of or willful conduct of any such employees, agents or express invitees, unless it has prior written notice of the existence of such condition and has had a reasonable opportunity to repair such condition. Applicant agrees to be responsible and pay DMTC for any damage to tack rooms assigned to Applicant caused by Applicant, Applicant's employees, agents of invitees. DMTC shall inspect the smoke detectors in the living quarters and shall make all necessary repairs. Notwithstanding the foregoing, Applicant or Applicant's employee or agent shall notify DMTC if the smoke detector battery is low and needs to be replaced. DMTC shall be responsible for making all necessary repairs for replacements to said smoke detectors. DMTC shall inspect the sprinklers located in the stalls and shall make all necessary repairs.
13. Applicant assumes all risks related to participating in thoroughbred horse racing at Del Mar Race Track not otherwise covered under the Fire, Disaster and General Liability Insurance section in the Race Meet Agreement.
14. Each party to this stall application shall be liable for its own acts and omissions as well as those of its agents and employees to the same extent as would be provided at law without such provision. Applicant shall not directly or indirectly participate in the transport of any horse from Del Mar to either a slaughterhouse or an auction house engaged in selling horses for slaughter.
15. Stalls occupied by horses shall not be padlocked at any time. Tack room must not be locked when occupied. Applicant or one of their employees shall have a presence in the barn at all times that there are one or more horses in the barn. DMTC may enter and search living quarters so long as it has reasonable cause to believe that there is an activity taking place that is criminal, or a threat to the health or safety of other occupants of living quarters or a threat to the health or safety of the horses. DMTC agrees to notify CTT within 24 hours of any such entries.
16. In making this application for stalls or to otherwise participate in thoroughbred racing, it is understood that a background report may be made whereby information is obtained through personal interviews with third parties.
17. Applicant's stable personnel shall continue to be covered under the prevailing

and applicable statutory employee benefit programs such as Workers' Compensation, Disability, Unemployment, Social Security and the like. The Applicant acknowledges that his/her stable personnel are employees of the Applicant and that no employment relationship exists between such stable personnel and DMTC. Applicant agrees to indemnify and hold harmless DMTC and its affiliates against any and all claims, liabilities, costs, losses, damages and attorneys' fees incurred by reason of the negligence of Applicant or his/her agents, employees and invitees, or arising out of any failure to comply with applicable law.

18. In agreeing to a mutual indemnification, Applicant and DMTC each agrees to indemnify and hold harmless, the other and its affiliates against any and all claims, liabilities, losses, costs, damages and attorneys' fees incurred by reason of the negligence of the other or such other's, agents, employees and invitees conduct, or resulting from such other's agents, employees and invitees, violation of this agreement, including, but not limited to, violation of the rules and regulations of the CHRB or violation of city and county fire, health or law enforcement, ordinances, rules and regulations.

19. A public or private auction of a horse shall not be noticed, advertised nor conducted on the grounds unless written consent is first obtained from DMTC, which consent will not be unreasonably withheld if in the sole judgment of DMTC the Seller has taken reasonable steps to insure the safety of the public, patrons and backside personnel and the auction does not interfere with the orderly course of racing, training or the business of DMTC.

20. Applicant shall be responsible for complying with all OSHA regulations as they may pertain to applicant's employees. DMTC shall provide to each Applicant a copy of its Track Emergency Action Plan.

21. Every horse within the enclosure and every horse at a DMTC auxiliary training facility is subject to out-of-competition testing (OOCT) by DMTC veterinary professionals and no owner, trainer or other person having the care of a horse shall refuse to submit such for testing.

22. If horses accepted for racing at Del Mar Race Track are assigned to another training facility, then the provisions of this application shall also apply to such other facility.

23. Track and Applicant each acknowledge that each additional starter in a race is projected to increase mutuel handle, which is in turn projected to increase purse revenues. Applicant therefore acknowledges and agrees that continuing entry of horses granted stalls is essential to the success of race meeting.

In the event that Track grants this Stall Application and assigns stall(s) to Applicant, PLEASE TAKE FURTHER NOTICE of the following:

24. In order to assure the protection of the public, to maintain and encourage confidence in the integrity of horse racing, and to safeguard the health and safety of human and equine participants, Applicant acknowledges that Applicant and Applicant's agents, employees, representatives, stable personnel and affiliates have no expectation of privacy with respect to stalls and appurtenant facilities provided by Track, other than living quarters. Track specifically reserves the right to at any time conduct searches of all stall areas, including offices, and tack rooms assigned to Applicant. Track may enter and search living quarters so long as it has reasonable cause to believe that there is an activity taking place that is criminal, a threat to the health or safety of other occupants of living quarters or a threat to the health or safety of horses.

25. COVID-19 Protocols and Procedures. Notwithstanding anything hereinabove to the contrary, DMTC shall have the right in its sole discretion to refuse to permit Applicant, or any employee, representative, stable personnel or affiliate of Applicant, from entering the Track premises or auxiliary facilities and/or expel any person from the said premises for failing to comply with any protocol, procedure or instruction of DMTC or any federal, state or local authority regarding the coronavirus and/or COVID-19.

THIS IS NOT A LEASE OF SPACE BUT IS MERELY A REVOCABLE LICENSE OR PERMIT ON THE TERMS OUTLINED

*** EACH APPLICATION MUST BE SIGNED SEPARATELY**

TRAINER'S SIGNATURE* _____

Workers' Compensation Insurance Carrier _____ Policy Number _____ Date of Expiration _____

Address of Carrier _____

DATE _____