

# November 3-4, 2023 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 and absolute 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 19-32 of the 2023 Breeders' Cup Horsemen's Information Guide, which information is incorporated herein, and in accordance with applicable law.
2. 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, which are expressly incorporated herein as they may be now or hereinafter in effect. 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.
3. Pre-entry and entry in BCWC races are received only upon the condition of compliance with the applicable rules and regulations governing Thoroughbred horse races adopted by the state or other regulatory authority 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.
4. 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 sole and absolute discretion of BCL, be refunded.
5. 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 and absolute discretion. The Breeders' Cup Field Selection System is set forth on pages 33-34 of the 2023 Breeders' Cup Horsemen's Information Guide and is expressly incorporated herein as such rules may be now or hereinafter in effect. 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 17-18 of the Breeders' Cup Horsemen's Information Guide and expressly incorporated herein as now or hereinafter in effect.
6. Breeders' Cup eligible or nominated horses are subject to out-of-competition testing. Sampling and/or testing may be performed by HIWU or by international regulatory authorities in cooperation with HIWU, or by any delegate of the foregoing. This testing will be in accordance with the Horseracing Integrity and Authority, Inc.'s (HISA) rules. The Breeders' Cup OOC testing will be performed by The Kenneth L. Maddy Equine Analytical Chemistry Laboratory at UC Davis or such other laboratory or laboratories as the Horseracing Integrity and Welfare Unit ("HIWU") may direct. All routine testing meets or exceeds the protocols established by HISA and/or HIWU, and is required by Breeders' Cup World Championships to ensure that the highest possible level of testing is performed on all samples and to preserve and protect the integrity and reputation of the Championships. HIWU or its designee conducts OOC testing in accordance with HISA rules, expressly incorporated herein as the same may be now or hereinafter in effect, including HISA Rules 3132 (Authority to test), 3135 (Ownership of Samples), and 3137 (Purpose of Sample Analysis).
7. Breeders' Cup Condition of Integrity is in full effect: A: If any connection of a pre-entered horse has been notified by a regulatory body, racetrack, or racing association (i) about a pending or potential anti-doping or medication control 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. B: BCL may, in its sole and absolute discretion, declare ineligible any horse in any BCWC race if any connection (e.g., owner, trainer, jockey) of such horse has engaged in any conduct that is unlawful, unethical or may otherwise compromise the integrity or reputation of the BCWC.
8. All BCL rules and policies are in effect. Please refer to the Horsemen's Information Guide for these rules which are expressly incorporated herein, as such rules may be now or hereinafter in effect. The BCWC will be operating under HISA and HIWU's safety and medication rules and regulations.
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 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 94-95 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 shall be decided solely by BCL in its sole and absolute 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 or to the Condition of Integrity. All matters concerning field selection or the Condition of Integrity are decided by BCL in its sole and absolute discretion. Owner agrees that any dispute with BCL regarding any BCL rule or policy subject to arbitration herein shall, following the exhaustion of all administrative remedies available under the laws and regulations of the applicable state or other regulatory authority 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. Owner further authorizes HIWU to share with BCL any and all information about all pending or potential positive tests, out-of-competition tests, atypical tests or findings, or violations related to Trainer or any Subject Horse in furtherance of this Agreement and waives any objection or claim related thereto against HISA, HIWU, BCL, or any of their respective affiliates.
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 2023 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.

**Entry Form due Monday, October 30, 2023 at 10:00 am (PDT) in BCL Racing Office at Santa Anita Park only.**





## 2252. RESPONSIBLE PERSONS' RECORDS.

- (a) In addition to the information required to be submitted by Responsible Persons under Rule Series 3000, a Responsible Person is responsible for maintaining a record of medical, therapeutic, and surgical treatments and procedures for every Covered Horse in his or her control.
- (b) For purposes of this Rule, the term treatment:
  - (1) means the administration of any medication or substance containing a medication to a Horse by a Responsible Person or his or her designee;
  - (2) includes the administration of medications that are prescribed by a Veterinarian but administered by the Responsible Person or his or her designee, or medications prescribed or administered by a Veterinarian not licensed by the State Racing Commission; and
  - (3) specifically excludes medications or procedures directly administered by a Veterinarian licensed by the State Racing Commission or that Veterinarian's employees.
- (c) Records must include the information outlined in paragraphs (1) and (2) below.
- (d) In addition to the uses of records set forth in the Rules Series 3000, records may be used by Regulatory Veterinarians in the performance of their duties at the Racetrack, for transfer of sixty (60) day medical records to the new Owner of a claimed Horse, and for purposes of research to enhance the safety and welfare of racehorses. Records may also be accessed by the State Racing Commission or the stewards.





**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 any property owned or managed by the Los Angeles Turf Club, Incorporated or Los Angeles Turf Club II, Inc. (collectively "LATC") or any authorized auxiliary training facility, the undersigned Trainer hereby agrees to be bound by the following:

1. Trainer will not permit a horse to work UNLESS the trainer has applied to work with the racing office 48 hours prior to work by either filling out a form which is available in the racing office or by emailing [workouts@santaanita.com](mailto:workouts@santaanita.com).
2. Trainer acknowledges he/she will comply with all CHRB and HISA race-day and training medication rules.
3. Trainer acknowledges that the current CHRB and HISA Rules do not allow for the administration, directly or indirectly, or otherwise permit to be administered, any medication to a horse under Trainer's care that is racing or training UNLESS such medication is: (a) prescribed for that specific horse; and (b) administered strictly in accordance with CHRB and HISA regulations.
4. All horses at LATC properties and authorized auxiliary training facilities are subject to veterinary inspections by LATC veterinarians for the purpose of confirming each horse's fitness to race or train.
5. All horses at LATC properties and authorized 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.
6. Trainer understands and acknowledges that these Rules and Conditions for Racing and Training shall be in effect through July 31, 2024. Prior to August 1, 2023, Trainer will be required to sign the then in effect Santa Anita Park Rule and Conditions for Racing and Training as a condition to be able to continue to race, work, or train any horse at any property owned or managed by LATC as of August 1, 2023.

By signing below, **Trainer** certifies that Trainer (a) has read and fully understands the above rules and conditions for racing and training at any property owned or managed by LATC, (b) will consult with Trainer's Attending Veterinarian, association veterinarian, or the CHRB official veterinarian if Trainer has any questions regarding such rules, and (c) will fully comply with such rules.

I have read and agree to the foregoing Rules as of the date set forth below.

Trainer

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

