2020 STALL APPLICATION

RACE DATES: July 23rd August 29th

Application Due on or Before June 1st

COLONIAL DOWNS RACETRACK ELIGIBILITY RULES

- **All owners who start a horse at Colonial Downs will receive the greater of $800 or their share of the purse money from the race. All Trainers will receive $250 per horse started.**
- **VRC will issue 3-year licenses with NO license fee required. If applicable, a fingerprint fee must be paid. Visit: www.vrc.virginia.gov for forms and information.**
- A $50 deposit will be required for each employee (of Trainer) in order to obtain a sleeping room, one room-double occupancy. First priority to grooms.
- All stalls not occupied by **July 20th** may revert back to the Association unless prior arrangements have been made.
- A current workers' compensation policy (WCP) indicating coverage specific to Virginia must accompany stall applications or a signed release of WCP exemption. Visit www.colonialdowns.com for forms.
- 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 these grounds. No exceptions.
- Medications and preparations sold by backside vendors must be approved by the Commission Veterinarian.
- When shipping horses to Colonial Downs, you must have a 72-hour health certificate, a current coggins good through the meet and all horses must be vaccinated against Equine Herpes Type 1 (EHV-1) between 14 and 120 days prior to arrival.
- 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. Multiple fines will lead to loss of stalls.
- All vehicles must register with the security office upon arrival.
- Trainers must immediately report to the security office any termination or employee quitting.
- Dogs are not permitted in the stable area.
- All ponies will be included in your stall allotment.
- No owner may have more than two trainers unless approved by the Racing Secretary
- All horses must be bedded on shavings.
- Colonial Downs Racetrack has formally adopted a company-wide policy promoting the humane treatment of racehorses. Under the policy, any trainer or owner stabling at a Colonial Downs facility who directly or indirectly participates in the transport of a horse from a Colonial Downs 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 Colonial Downs Facility.
- The policy also applies to any activity where the ultimate intended result is a horse's slaughter.

NOTICE: ACCEPTANCE OF STALL SPACE BY A TRAINER CONSTITUTES AGREEMENT TO ALL THE ABOVE TERMS AND CONDITIONS EVEN IF THE APPLICATION IS NOT SIGNED BY SUCH TRAINER OR IF ADDITIONS OR DELETIONS TO THIS APPLICATION ARE MADE BY COLONIAL DOWNS.

****SAFETY VESTS AND HELMETS ARE MANDATORY FOR ANYONE ASTRIDE OR PONYING A THOROUGHBRED****

Name of Horse (Please Print)	Sex	Age	Maiden	Distance Sprint	Distance 1M & Up	Date and Place of Last Start	Name of Registered Owner	Permanent Address and Email of Owner
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								

Colonial Downs Racetrack 10515 Colonial Downs Parkway New Kent, VA 23124 (804) 966-7223

Return Application to: Colonial Downs Racetrack, Attention: Racing Secretary, at the address above

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

By executing the Stall Application for the revocable grant of stall space by Colonial Downs Group, LLC d/b/a Colonial Downs Racetrack ("**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 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 Colonial Downs' facilities, the shipping in of any horse to Colonial Downs' facilities and/or entry of any horse in a race run at the Colonial Downs facilities, Trainer will comply with and abide by all terms, provisions and conditions set forth in this Stall Application, all rules of the Virginia Racing Commission (the "**VRC**"), and all rules and conditions of Colonial Downs 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 VRC Stewards on any questions relating to a race or racing. Trainer shall be responsible for obtaining and becoming familiar with all such Rules. Colonial Downs 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 Division and/or the officers of Colonial Downs with regard to such Rules.

2. Reservation of Rights. As the organizer, host and sponsor of thoroughbred horse races, Colonial Downs 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 hereafter developed, of all racing events which occur on Colonial Downs' facility, including without limitation, all activities occurring before, during and after thorough-bred 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 Colonial Downs 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 Colonial Downs for each race, by written contract of Virginia 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 Colonial Downs which is inconsistent with the full and exclusive exercise by Colonial Downs of its Host Rights.

3. License. Allocations of all stall space are made only with the agreement of Trainer that Colonial Downs reserves the exclusive right, in its sole discretion, to enter, modify, after or change the physical condition or use any of its facilities: that permission granted herein to Trainer to use Colonial Downs' facilities solely for purposes incidental to racing, and does not constitute a lease of such facilities. It is understood and agreed that 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 permission granted to Trainer to enter on the Colonial Downs grounds and to use the Colonial Downs facilities is subject to revocation, without cause, in the sole and exclusive discretion of Colonial Downs, upon 48 hours' notice in writing delivered by mail, or 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 Colonial Downs, 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 Colonial Downs' sole and exclusive discretion, without prior notice.

5. Release and Indemnification.

A. Trainer and his agents, servants, employees and/or invitees, hereby release Colonial Downs and its affiliates, and their 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 Colonial Downs facilities (including horses, as well as loss of use of property).

Trainer recognizes and assumes the risk of its activities to be undertaken at Colonial Downs' facilities and Trainer has inspected and is familiar with Colonial Downs' facilities, including, but not limited to, its stable facilities, racing surfaces, and all other related and pertinent portions of Colonial Downs facilities, 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 Colonial Downs 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 Colonial Downs' 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 Colonial Downs.

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 Virginia and shall be binding upon Trainer, its successors and/or assignees. The maintenance by Colonial Downs 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 wavier of subrogation will not be effective where such waiver will result in such policy becoming null and void. For purpose of this Agreement, Colonial Downs shall mean and include Colonial Downs 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 Colonial Downs or while otherwise on the Colonial Downs' facilities or while being transported in vehicles owned, arranged for or provided by Colonial Downs 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 Colonial Downs' facilities or on the grounds owned, leased or controlled by Colonial Downs, or while on vehicles owned, arranged for or provided by Colonial Downs or 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 Colonial Downs, promptly calling to the attention of Colonial Downs in writing, any such hazardous condition. The undersigned further agrees to properly supervise all of his owners, employees, agents, invitees and other persons known to him to be in the area assigned to the Trainer pursuant to his 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 Colonial Downs has no obligation to remedy any condition at the facility, including the racetrack areas, unless Colonial Downs has prior written notice of the existence of such condition and has reasonable opportunity to repair such condition.

E. Dormitory rooms, stable, feed rooms and all vehicles on the premises are subject to inspection by Colonial Downs' 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 Virginia, the House Rules Governing the Conduct of Racing set forth by Colonial Downs, and the insurance company providing such coverage, the policy number and its date of issue are as follows:

INSURER: _____ POLICY NO. _____ DATE OF ISSUE: _____

Trainer shall furnish to Colonial Downs a copy of a notice to Trainers' Workers' Compensation carrier, directing such workers' compensation carrier to notify Colonial Downs in the event of any material change, non-renewal or cancellation of such policy. Failure to maintain a current and valid policy will result in eviction from the grounds. Alternatively, upon prior written approval form Colonial Downs, Trainer may sign the Workers' Compensation Policy Exemption Release and Assumption Risk Waiver, which can be located at www.colonialdowns.com.

7. 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 rules of racing in the Commonwealth of Virginia or the making of an 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 and without notice.

8. 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 or directions regarding training activities as may be determined from time to time by Colonial Downs. Applications for stall allocations are received only with the understanding that Colonial Downs, 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 to Trainer.

9. Miscellaneous. This Agreement shall be effective with regard to Trainer's stabling during and/or participation in the race meeting specified on the Stall Application, and Trainer's participation in any and all other race meetings and related activities of the nonseasonal 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 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 Colonial Downs, Trainer shall indemnify and hold Colonial Downs harmless from and against any claim or cause of action (including any expense incurred in connection therewith, including reasonable attorney's fees, including appellant fees and other costs) that may be asserted by or on behalf of any person which is consistent with the release, 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 Virginia.

10. 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.

11. Horses shipped to Colonial Downs without approval will not be unloaded. If allotted stalls, there shall be no substitution of horses without consent of the racing secretary.

12. Warning: Under Virginia 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 pursuant to Code of Virginia § 3.2-6202. For purposes of this Agreement, Equine Activity, Equine Professional, Participant and all other associated terms shall have the meanings as set forth in VA Code § 3.2-6200.

13. Equine Injury Database. In consideration of the acceptance of a nomination of any horse(s) to any race described in this condition book, the owner(s) and Trainer of such horse(s) consent to the collection of information related to any injury to such horse(s) occurring at Colonial Downs or is its associated training facilities and entry of said information into a database maintained by The Jockey Club (the "**Equine Injury Database**"). Said owner(s) and Trainer further covenant not to sue and agree, to the maximum extent permitted by applicable law, to indemnify, release or hold harmless Peninsula Pacific Entertainment, LLC, Colonial Downs and state-or track-appointed veterinarian collecting such information and The Jockey Club (the "**Indemnified Parties**") from and against any liability, cost, loss or expense of any kind of nature (including, without limitation, reasonable attorney's fees) arising from any claim, demand, or action (a) alleging that the data entered into the Equine Injury Database (either directly or indirectly) violates the rights of owner(s) or trainer(s) of any third party, or (b) relating to any equine injury report run, published or otherwise created by any of the Indemnified Parties, including the owners, stewards, directors, officers, employees and agents of any of them (either directly or indirectly).

Print Name: _____ Trainer's Date of Birth: _____

Signature: _____ Trainer's Social Security No. _____

Track Vet Used: _____ Phone Number: _____