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## **Consolidated Thoroughbred Track Rules**

**Application of Rules.** These Track Rules apply at all times to all of the Premises, including the Backstretch Area, and to all individuals using these areas, without limitation, either as Applicants, Residents, party(s) to a contract with WEG, or in any other capacity whatsoever. WEG reserves the right to alter or amend any and all of these Track Rules, at any time and from time to time, after notice to and consultation with a senior executive officer of the Horsemen's Benevolent and Protective Association, and approval of the AGCO.

**Capitalized Terminology.** All capitalized terms used within the body of these Track Rules are references to defined terms. Such terms shall be interpreted and understood in accordance with the definitions set out within the "Definitions" section of these Track Rules.

Breach of the Rules.

- (A) A BREACH OF ANY OF THE TRACK RULES OR POLICIES OF WEG MAY RESULT IN LOSS OF PRIVILEGES, LOSS OF ANY OR ALL FEES (OTHER THAN ENTRY FEES) AND/OR EVICTION FROM THE PREMISES.
  
- (B) ANY PERSON HAVING KNOWLEDGE THAT A BREACH OF ANY OF THE TRACK RULES OR POLICIES OF WEG HAS BEEN COMMITTED MUST IMMEDIATELY REPORT SUCH BREACH TO A SECURITY OFFICER, STABLE AREA SUPERINTENDENT, TRACK SUPERINTENDENT OR ANY OTHER EMPLOYEE OF WEG.

# TRACK RULES

## PART I – GENERAL

### 1.1 Conduct Generally

- (a) **Code of Conduct:** It is a privilege, not a right, to use the Premises and Race at the Racetracks. Every person attending at or utilizing the Premises in any manner or for any reason whatsoever must act at all times in a manner that is consistent with the highest standards of integrity of the industry. Any conduct determined by WEG, in its sole and absolute discretion, to be injurious to the sport of horse racing or not to be in the best interests of the sport of horse racing, may result in the imposition of a penalty in accordance with Section 7.1 of these Track Rules.
- (b) WEG considers the slaughter of racehorses to be an atrocity which is injurious to the industry and must be prevented. Those who knowingly engage in this practice will therefore be subject to sanctions in accordance with this Code of Conduct. In the event WEG receives credible and verifiable information regarding an owner or trainer who knowingly, or without conducting proper due diligence, buys or sells a horse for slaughter, directly or indirectly, such individual(s) may be subject to penalties including, without limitation, loss of privileges and/or eviction from the Premises.
- (c) **WEG RESERVES THE RIGHT UNDER THE TRESPASS TO PROPERTY ACT (ONTARIO) AT ANY TIME TO DENY ADMISSION TO ANY PART OR PARTS OF THE PREMISES TO AN APPLICANT OR ANY OF HIS AGENTS, SERVANTS, EMPLOYEES, INVITEES OR ANY PERSONS UNDER HIS CONTROL, IN THE SOLE AND ABSOLUTE DISCRETION OF WEG, WITHOUT ANY REASON OR CAUSE EXISTING OR BEING STATED OR GIVEN.** Nothing in the Track Rules shall in anyway limit any other rights which WEG may have, whether at common law or in statute, including under the Occupiers' Liability Act (Ontario) or the Trespass to Property Act (Ontario).
- (d) WEG reserves the right to reject any stabling or dormitory application, without any reason or cause existing or being stated or given.
- (e) All persons using the Premises will abide by the lawful direction of all Security Officers for the purpose of protecting any and all patrons on the Premises.
- (f) The Applicant shall at all times abide by and comply with all applicable federal, provincial and local laws, regulations, by-laws, codes and other regulatory requirements in force from time to time, including laws and regulations relating to health and safety and the environment.

### 1.2 Improper Behaviour

- (a) The provisions of *The Liquor Control Act* (Ontario) and *The Liquor License Act* (Ontario) will be strictly enforced at all times. Any person found to be intoxicated on the Premises will be evicted from the Premises and/or turned over to the local police.

- (b) No person on the Premises shall have in his or her possession or under his or her control, any narcotics, hallucinogenic drug or derivative thereof, or any restricted or controlled drug under the *Food and Drugs Act* (Canada), unless such narcotic or other drug has been specifically prescribed by a medical practitioner. Violations of this Track Rule will result in the person being evicted from the Premises and/or turned over to local police.
- (c) No person shall use profane or indecent language or exhibit improper conduct toward any employee of WEG or any other person in authority while acting in the performance of his/her duties on the Premises.

### **1.3 Fire Safety**

- (a) Trainers are responsible to ensure the Fire Prevention Procedures are followed and that their employees, contractors and agents are familiar with the barn fire safety equipment and rules.
- (b) All persons shall familiarize themselves with the location of fire alarms, fire prevention signs and all firefighting equipment and shall obey WEG requirements as set down in the Fire Prevention Procedures.
- (c) All persons shall familiarize themselves with all the Fire Prevention Procedures in case of fire, including the Fire Safety Plan evacuation procedures for the Backstretch Area.
- (d) No person shall move, interfere with, damage or hinder the use of smoke detectors, heat detectors, carbon monoxide detectors, sprinkler systems and fire hose cabinets and equipment, fire extinguishers or fire prevention signs.

#### **Smoking**

(e) Smoking is prohibited anywhere within the barn area. Smoking is only permitted on the edge of the roadway and in any designated smoking areas. For the purpose of this rule, the paddock will include the cafeteria, jockeys' room and colours room. Smoking is also prohibited anywhere on the racetrack surfaces at any time or at anytime while mounted on a horse. Any person violating smoking policies will be subject to the following:

- i) First Offence: \$50 fine
- ii) Second offence within 1 year: \$300 fine or a 5 day suspension
- iii) Third offence within 1 year: minimum fine of \$500 and a 7 day suspension
- iv) Fourth offence within 1 year: Suspended indefinitely

Violators may be subject to additional fines and penalties under applicable Provincial and Municipal laws, regulations or by-laws.

(f) Smoking is prohibited in Dormitory common areas (e.g. laundry room, lounge) and identified non-smoking dormitory accommodations require that residents may not have lit smoking products (cigarettes, cigars, pipes, etc.) in these locations. Evidence of smoking activities (e.g. ash trays, butts and odours) in a non-smoking room or location will be considered an offence. Residents shall receive written warnings for the first two offences. Residents may be subject to eviction upon notification of the third smoking offence.

## **Fire Prevention, Fire Fighting Equipment, Fire Routes**

- (g) No person shall move, interfere with, damage or hinder the use of smoke detectors, heat detectors, carbon monoxide detectors, sprinkler systems, fire hose cabinets and/or equipment, fire extinguishers or fire prevention signs.
- (h) Obstructing or blocking of fire hydrants and fire equipment is prohibited.
- (i) Parking in or in any way obstructing designated Fire Routes is prohibited and vehicles will be tagged or towed away at owner's expense.

## **Extension Cords, Circulation Fans, Appliances**

- (j) All extension cords used on the Premises must be C.S.A. approved for outdoor usage and must not be used as permanent wiring.
- (k) All extension cords must be unplugged after use and at the end of the day.
- (l) All circulation fans for use in the barns and stalls must be C.S.A. approved for hazardous atmosphere with the fan motors totally sealed at the back and the fans must have a stand to ensure they are elevated off the ground.
- (m) No electrical wiring, heating or any electrical apparatus shall be installed in or near any Stall Accommodation. No person may remove or install any electrical equipment, including lights, without prior permission being received from the Stall Office. Heat lamps are not permitted in Stall Accommodations. Electrical appliances and heaters are not permitted in tack rooms.

## **Stable Area**

- (n) All horses must wear halters while in a stall overnight.
- (o) Hay, straw and/or shavings are not to be stored in any area in the Stable Area other than the areas designated by WEG for storage of these materials. Barn entrances and exits must not be blocked at any time. Straw and other flammable material shall not be spread or left in any shedrow so as to create an additional fire hazard. Electrical and mechanical rooms are not to be used for storage of feed or other materials.

## **1.4 Other General Rules**

- (a) Pets. Except for cats, no pets are allowed on the premises without prior approval from WEG.
- (b) Inspection. WEG reserves the right to inspect, at any time, all dormitory rooms, stalls, and/or tack rooms.
- (c) Parking. Owners of vehicles parked in unauthorized areas or otherwise improperly parked are subject to a fine and/or they be evicted from the Premises.
- (d) Fees. WEG may, at any time and from time to time, charge, or authorize to be charged, such fees as WEG deems necessary or appropriate for the use or provision of any services or facilities made available



to an Applicant.

- (e) Injuries. In the event any person on the Premises is involved in an incident on or off the racetrack that requires medical attention, including without limitation jockeys, prior to returning to work such person must provide medical clearance from a medical professional or an on-track emergency medical technician (EMT) stating that he/she can resume his/her duties. Any such injured person must also receive clearance from the EMT before leaving the Premises following the incident.

## **1.5 No Liability of WEG**

- (a) Faulty Starting Gate. WEG will not be liable to any Applicant for the failure of any starting mechanism to fairly start a Race.
- (b) Implementation of Track Rules. Any action taken by WEG to implement or enforce these Track Rules, or in furtherance thereof, shall be without any liability to any person.

## **PART II – STABLE AREA ACCESS STICKER**

### **2.1 General**

Every Applicant shall have in their possession at all times while on the Premises a valid AGCO Licence for the current year with a valid Stable Area Access Sticker for the current year affixed on the back of it.

### **2.2 Identification**

Every person who desires to be admitted to the Stable Area is required to have in their possession at all times a valid Stable Area Access Sticker. A failure of any person to produce their Stable Area Access Sticker may, in the sole and absolute discretion of WEG, result in the person being evicted from the Premises and/or the loss of their racing privileges.

### **2.3 Renewal**

The Stable Area Access Sticker must be renewed annually on or before March 1st in each year. Owners and trainers must be renewed by March 31<sup>st</sup> in each year.

### **2.4 Issuer**

Stable Area Access Stickers will be issued by WEG's security department, at no cost to the person requesting the Stable Area Access Sticker.

### **2.5 Qualifications**

In order to obtain a Stable Area Access Sticker, an individual must hold a valid and current AGCO Licence.

## **2.6 Issuance**

To obtain a Stable Area Access Sticker, the Applicant must attend at WEG's Security Department Office and present the following items:

- (i) current licence issued by the AGCO: and
- (ii) if a groom, hotwalker or stable hand, evidence of employment in the horse racing industry satisfactory to WEG

## **2.7 Procedure**

Personnel at WEG security office will:

- (i) review the AGCO licence and evidence of employment (if applicable); and
- (ii) require the individual to execute a Waiver of Liability in the form set out at Form A; and thereafter, in their sole and absolute discretion, issue the relevant Stable Area Access Sticker.

## **2.8 Guests**

- (a) To gain access to the Stable Area, all guests must sign-in with WEG's security department.
- (b) To be able to sign-in, each guest must be accompanied by a holder of a valid and up-to-date Stable Area Access Sticker, and such Stable Area Access Sticker holder will sign as Sponsor for the guest.
- (c) Prior to gaining access to the Backstretch Area, all guests not in possession of a valid and up-to-date Stable Area Access Sticker must be issued a "guest pass". All guests must be in possession of their "guest pass" at all times while in the Backstretch Area and must wear their "guest pass" in a conspicuous manner.
- (d) A "guest pass" entitles the relevant guest to access in the Backstretch Area only. Guests are not entitled to proceed to the grandstand directly from the Backstretch Area, but must leave the Backstretch Area via the gate through which they entered and proceed in the regular manner of all patrons going to the parking areas and grandstand.

## **2.9 Lost and Stolen Stickers**

If at any time the Stable Area Access Sticker holder misplaces or loses his/her Stable Area Access Sticker or the AGCO Licence with the Stable Area Access Sticker affixed on the back of it, or the Stable Area Access Sticker or the AGCO Licence with the Stable Area Access Sticker affixed on the back of it is stolen, the Stable Area Access Sticker holder will be entitled to apply for a new Stable Area Access Sticker in accordance with the above procedures, provided that WEG reserves the right to charge the Stable Area Access Sticker holder for the replacement of the lost or stolen Stable Area Access Sticker.

## **2.10 Cancellation/Revocation**

WEG reserves the right to revoke a Stable Area Access Sticker holder's Stable Area Access Sticker at any time, or from time to time, in the sole and absolute discretion of WEG and without notice or reason OR upon any person ceasing to be a servant, agent, employee or invitee of an accredited individual or under his charge or control, the Stable Area Access Sticker of such person will be forthwith delivered to

WEG for cancellation.

## **PART III – STABLE AREA**

### **3.1 Entry**

- (a) All traffic entering or departing from the Stable Area shall enter the stable gates designated by WEG for that purpose and shall stop before entering for identification purposes.
- (b) Persons wishing to enter the Stable Area shall produce a valid Stable Area Access Sticker or other credentials satisfactory to the Security Officer.
- (c) Persons wishing to drive a motor vehicle in the Stable Area shall be responsible to ensure that any passenger(s) in such vehicle is/are likewise properly authorized to enter.
- (d) Drivers of motor vehicles entering the Stable Area shall have in their possession a valid motor vehicle driver's licence and shall produce it upon request by a Security Officer.

### **3.2 Guests**

- (a) All guests of persons properly authorized to be in the Stable Area (including guests of Owners, Applicants, Authorized Racing Officials, AGCO Members, veterinarians licenced by the AGCO, jockeys with proper documentary credentials and grooms) must be in possession of a valid Stable Area Access Sticker guest pass or other credentials satisfactory to the Security Officer to be permitted access to the Stable Area.
- (b) Notwithstanding the foregoing Rule, any guest may be refused entry to the Stable Area if such guest is deemed unacceptable, for any reason whatsoever, by any Security Officer, in their sole and absolute discretion.
- (c) Guests will be permitted entrance to the Stable Area only through gates designated by WEG for that purpose and shall be recorded in the Security Register by the appropriate Security Officer.
- (d) All guests not in possession of a valid Stable Area Access Sticker must be issued a guest pass prior to entering the Stable Area in accordance with the provisions set out in Section 2.8.
- (e) Persons who are permitted to sign guests into the Stable Area shall be responsible to ensure:
  - (i) such guest(s) have not been prohibited from entering the Stable Area either by WEG or the AGCO;
  - (ii) such guest(s) obey these Track Rules in all respects; and
  - (iii) such guest(s) remain in their company at all times.

### **3.3 Traffic in Stable Area**

- (a) Horses shall have the right of way in the Stable Area at all times.

- (b) Persons who fail to operate motor vehicles in a responsible manner may be prohibited from driving in the Stable Area and/or evicted from the Stable Area and/or the Premises.
- (c) Drivers of vehicles shall obey posted speed limits and other traffic signs while in the Stable Area.
- (d) No person shall park or leave standing a vehicle on a designated fire route, on a horse path or other prohibited area. Vehicles parked in such manner may be tagged and/or towed away at the owner's expense.
- (e) All horse trailers must be left parked in the designated horse trailer parking area and shall not be left parked beside barns or on roadways.
- (f) A trailer that is not a horse trailer may not be parked overnight anywhere on the premises without prior authorization from WEG.
- (g) Mobile homes and other recreational vehicles are not permitted in the Stable Area.
- (h) Taxi cabs and/or Uber/Lyft (ride shares) are not permitted in the Stable Area.

### **3.4 Tack Rooms**

- (a) Tack Rooms are not living quarters and are to be used for equipment storing purposes only.
- (b) It is the responsibility of the Applicant to oversee and maintain the cleanliness of any and all assigned tack rooms.
- (c) It is the responsibility of the Applicant to remove all of the Applicant's material and equipment from each assigned tack room within 48 hours after WEG has given the Applicant notice to vacate the tack room. In the event the Applicant fails to remove the materials prior to vacating the tack room, WEG will have the materials removed and the Applicant will be charged the full fee for such removal.

### **3.5 Environmental**

- (a) It is the responsibility of each Applicant to ensure that each hose is equipped with a nozzle to reduce the amount of water being used in the Stable Area.
- (b) All soaps are required to be biodegradable and free of phosphates. If the label is not clearly marked as such, then the contents will not be considered biodegradable.
- (c) Wash water containing soap suds shall be disposed of in the laundry sinks and not in the catch basins.
- (d) Feed buckets shall only be emptied in the manure containers provided and shall not be dumped into catch basins or gutters.
- (e) All manure from the Stables must be placed in the respective straw and/or shavings manure bins provided by WEG. Straw manure and shavings manure must not be mixed.

- (f) All liniments and other chemical products must be disposed of in the designated disposal area provided by WEG for the disposal of liniments and chemical products.
- (g) The area around the straw and shavings manure bins must be kept clear of excess material at all times.
- (h) All infestations, or suspected infestations, must be immediately reported to the Stall Office.
- (i) Shavings and sawdust must be in bags. No loose material will be allowed.
- (j) No trash or other disposable materials may be transported into the Backstretch Area and disposed of in any WEG trash removal facilities.

### **3.6 Handling of Animals**

Any Applicant who, in the Stable Area, handles or treats any animal, including any horse, without regard for the well being of the animal or causes any physical or mental pain or suffering to the animal, including excessive or unnecessary whipping, in the sole and absolute discretion of WEG, may be assessed penalties by WEG, including eviction from the Premises.

## **PART IV – STALL ACCOMMODATION**

### **4.1 General**

- (a) The opportunity to use the Stables is granted by WEG in its sole and absolute discretion, on a revocable basis.
- (b) WEG reserves the right to charge each Applicant a damage deposit which must be paid in advance of occupancy of a stall.
- (c) The privilege of Stall Accommodation is granted by WEG in consideration of participation by the Applicant and/or the Owner, as applicable, in the WEG Racing Program.
- (d) Determination by WEG in its sole discretion that an Applicant is not making his/her best efforts to participate and/or to cause any applicable Owner to participate in the WEG Racing Program, or is not in compliance with the WEG Rules and Regulations, including without limitation the Code of Conduct, may result in loss of use of some or all Stall Accommodations.
- (e) The privilege of Stall Accommodation may be reduced or revoked and terminated by WEG at any time in the sole and absolute discretion of WEG without any reason or cause existing or being stated or given.
- (f) Use of Stables and the boarding of any horse at any of the Stables is granted on the condition that WEG reserves to itself the exclusive right, in its sole and absolute discretion, to enter, modify, alter or change the physical condition or use of any of its facilities and that the permission granted to Applicant and his agents, servants and employees to use the Premises including the Stable, is solely for purposes incidental

to racing and does not constitute a lease of such facilities.

- (g) An Application for Stabling in the form set out in Form B must be signed by the Applicant before any stalls are occupied.
- (h) Any maintenance problem relating to the Stables or the roadways in the Stable Area must be brought to the attention of the Stall Office.
- (i) All horses must wear halters while in a stall overnight. Any horse not wearing a halter must have a certificate/letter signed by an attending veterinarian posted on the stall door.
- (j) A negative Coggins Test is required for every horse shipping into the Stable Area. The Coggins Test certificate (or a photocopy) must be presented to the Stall Office within 24 hours of arrival at the Stable Area.
- (k) For these purposes, a negative Coggins Test is valid for a period of one year.
- (l) All horses must have a Rhino/Flu vaccination record valid within the current year. A copy of the certificate must be presented to the Stall Office within 24 hours of arrival at the Stable Area.
- (m) EHV 1 vaccines must be administered to a horse no less than 14 days and no more than 90 days prior to shipping into the Stable Area. A copy of the certificate must be presented to the Stall Office within 24 hours of arrival at the Stable Area.

## **4.2 Assignment of Stalls**

- (a) WEG maintains the sole right and absolute discretion to assign and allocate stalls from time to time, including the right and discretion to totally eliminate the number of stalls assigned and/or change the location of stalls assigned to any particular Applicant.
- (b) Applicants requesting and/or occupying stalls must be in good standing with WEG, be licensed as a trainer by the AGCO and must hold a valid and up-to-date Stable Area Access Sticker for the current year.
- (c) The claiming of a horse does not guarantee accommodation for the claimed horse.

## **4.3 Qualifications of Horses for Ship-in Stalls**

Horses being shipped in to Race must be on the grounds not later than two (2) hours prior to the post of the first Race. AGCO Rule TB 3.09, unless otherwise noted. Unless shipping into the Receiving Barn, a sign must be posted on any such horse's stall by no later than 8:00am on the applicable Race day.

## **4.4 Removal of Horses and Personal Property**

- (a) The Applicant will remove the horses together with all personal property belonging to the Applicant, or of which the Applicant has possession, charge or control, from the Premises within 48 hours after WEG has given the Applicant notice to vacate the Stall Accommodation.

- (b) If upon the expiration of the said 48 hours' notice, any horse or horses or personal property belonging to the Applicant or in the Applicant's possession, charge or control have not been removed from the Stable Area and the Premises, WEG shall be entitled to remove the same from the Premises without further notice to a public pound or WEG may stable the same at the Applicant's expense and the person, firm or corporation stabling the horses or paying for the stabling of same shall have all rights of the keeper of a boarding stable under *The Innkeepers Act* (Ontario).

#### **4.5 Use of Stall Accommodation**

- (a) No electrical wiring, heating or any electrical apparatus shall be installed in or near any Stall Accommodation. No person may remove or install any electrical equipment, including lights without prior permission being received from the Stall Office. Heat lamps are not permitted in Stall Accommodations. Electrical appliances and heaters are not permitted in tack rooms.
- (b) Any electrical problems must be reported to the Stall Office immediately.
- (c) The Applicant shall not alter, mutilate or in any way damage the Stall Accommodation allotted to him and shall not make or permit to be made any structural changes or other alterations in the Stall Accommodation.
- (d) No alteration, addition or improvement to any Stall Accommodation is permitted or shall be made, without the prior approval of the Stall Office.
- (e) The Applicant shall be responsible for all damage to the Stall Accommodation allotted to him while the horses or any of them are stabled therein and will keep such Stall Accommodation in good and clean condition and deposit the manure and litter where directed by WEG.
- (f) Under no circumstances is anyone to remove cement blocks from any stalls without the permission of the stall office.
- (g) Garbage containers will be placed at the ends of the barns. All garbage goes in respective bins.
- (h) Lawn mowers are available at the Maintenance Garage to cut the grass along the barns.
- (i) Stall Screens must be closed during training hours.
- (j) The Applicant must keep all gutters and drainage around his/her allotted Stall Accommodation clean and free of debris.
- (k) Applicants must clean vacated stalls to the satisfaction of the Stall Office.
- (l) Do not turn horses out in round pens during training hours.

#### **4.6 Reassignment or Use by Others**

The Applicant is strictly prohibited from reassigning or permitting any other person or animal to use any Stall Accommodation or tack room assigned to him.

#### **4.7 Responsibility for Agents, Employees, Guests**

The Applicant will be responsible for compliance with and enforcement of all Track Rules, including those relating specifically to the Stable Areas, by the Applicant and all of his servants, employees, agents, invitees and/or any person or persons in his charge or control and for the conduct of each and every person to whom a Stable Area Access Sticker is granted.

#### **4.8 Change in Status of Personnel**

- (a) Applicants shall list their employees with the Security Office. Upon any change in employment, both Applicant and employee concerned shall notify the Security Office.
- (b) Stable Area personnel ceasing employment in such area or changing employers during times other than the racing season, shall notify the Security Officer in charge of security of WEG of such change within 24 hours.

#### **4.9 Bedding and Stall Materials**

- (a) Applicants are responsible for disposal of their waste bedding materials in an approved manner.
- (b) Applicants are responsible to ensure that hay, straw and/or shavings are not stored in any area in the Stable Area other than the areas designated by WEG for storage of these materials and that barn entrances and exits are not blocked. Straw and other flammable material shall not be spread or left in any shedrow so as to create an additional fire hazard. Electrical and mechanical rooms are not to be used for storage of feed or other materials.
- (c) The Applicant shall use only such bedding and other material in the Stall Accommodation allotted to him as may be, from time to time, approved by WEG and shall not use alternative bedding materials in the stalls allotted without obtaining prior written permission from the Stall Office.

#### **4.10 Stall Clean-up**

- (a) The Applicant acknowledges that the removal of manure from the Premises, including the Stable Area, is based on a contract which requires the use of straw and shavings only.
- (b) Removal charges for all manure shall be the sole responsibility of the Applicant. WEG shall charge the Applicant for removal of manure on a per stall basis. The rate charged will be set by WEG from time to time, and may be varied at any time by WEG in its sole discretion.
- (c) WEG will provide common disposal bins for the disposal of manure. The Applicant will be responsible for the cleaning of their stalls and for placing all manure in such disposal bins. Straw and shavings are not to be mixed.



#### **4.11 Procedure for In-Slips**

- (a) Before shipping any horse into the Racetrack, the trainer or assistant trainer must complete an In-slip application at the Race Office or the Stall Office at least 24 hours prior to said horse(s) arrival.
- (b) In order to receive In-slip authorization, the trainer or assistant trainer must provide the following:
  - (i) name of horse(s) and/or breeding (no nicknames);
  - (ii) year of foaling and sex; and
  - (iii) the WEG Appointment of Authorized Agent Status (Form C) must be appropriately signed by the owner(s) of every horse shipping into the Racetrack.

Note: Failure to provide any of the above may result in the horse being denied entry onto the grounds.

- (c) After all necessary information is delivered to and approved by the Stall Office, In-slips will be issued to the Security Booth.
- (d) Vans entering the grounds must stop at Security Booth for approval. Entry to grounds may be denied if every horse on board does not have a valid In-slip at the Security Booth.

#### **4.12 Procedure for Out-slips**

- (a) Before shipping any horse out of the Racetrack, the trainer or assistant trainer must complete an Out-slip application at the Race Office or the Stall Office at least 24 hours prior to said horse(s)' departure.
- (b) Exiting vans must stop at the Security Booth to ensure that all horses leaving grounds have an Out-slip authorization.

#### **4.13 Procedure for Appointment of Authorized Agent Status**

- (a) Trainers must ensure that all owners listed on their stall list have completed the WEG Appointment of Authorized Agent Status (Form C) when submitting the Stall Application.
- (b) Trainers must immediately inform the Race Office upon acquiring a new owner and new horse(s). This includes partners that have been added to existing ownerships.
- (c) Trainers acquiring additional clients or horses must ensure that those horses are added to their Stall Application and that the WEG Appointment of Authorized Agent Status (Form C) is appropriately completed and filed at the Race Office.

# **PART V – DORMITORIES**

## **5.1 General**

- (a) Exclusive Rights of WEG: WEG reserves for itself the exclusive right and sole discretion to enter, modify, alter, or change the physical condition or use of any of its facilities, wherever located on or about the Premises. Permission granted to the Applicant to use any part of the Premises, including any dormitory, does not constitute a lease of the Premises or any portion thereof. WEG maintains the sole interest in and exclusive control of all of the Premises.
- (b) Applicable Track Rules: The license and privilege to reside in any dormitory is subject to and governed by these Track Rules and any additional rules or conditions posted in the Stall Office. Any failure to strictly adhere to each of such Track Rules or other posted rules or conditions may result in immediate revocation of dormitory privileges, including eviction from the Premises. Dormitory applications will be valid and issued only for the current racing season.
- (c) Revocation: Residency in any dormitory is revocable at the sole and absolute discretion of WEG. Revocation of dormitory privileges may also include exclusion from the Premises.
- (d) Inspections: As a means of ensuring a safe and secure environment within the Stable Area, periodic dormitory room inspections will be conducted by authorized WEG personnel. Failure to cooperate with a dormitory room inspection shall be cause for immediate revocation of dormitory room privileges.
- (e) Fire Safety: The Applicant entering upon this agreement acknowledges having read and understood the Fire Prevention Regulations of WEG. Failure to follow the regulations or failure to allow any safety inspection shall be cause for immediate revocation of the Applicant's dormitory room.

## **5.2 Age Restriction**

All Residents must be at least 19 years of age and hold an AGCO licence and Stable Area Access sticker valid in the current year.

## **5.3 Assignment of Accommodation**

- (a) To apply for dormitory accommodation an Applicant must submit a completed Dormitory Application and Agreement (Form D, annexed to these Track Rules) to the Supervisor of Stabling.
- (b) Accommodation cannot be guaranteed.
- (c) Rooms will be assigned on a seniority basis. Those current Residents with a good dorm record will be given priority.
- (d) Every room is assigned on the basis of double occupancy. Residents may apply for single occupancy but this must be approved by the Supervisor of Stabling.

- (e) Applications in excess of available accommodations will be placed on a waiting list. Accommodations will be assigned as availability allows, first to seniority applicants and then to the wait-listed applicants on a first-come, first-served basis.

## **5.4 Deposit and Rent**

- (a) A completed and signed Dormitory Application for the current year, a deposit payable to WEG and the first week's rent are required before occupancy of any room.
- (b) Rents are to be paid in advance each week. Rents are to be paid in cash or by debit card by the Resident or by cheque issued by his/her employer or agent. Rental arrears will result in the loss of the room.
- (c) Residents wishing to reserve their dormitory accommodation (subject to availability conditions) must forward both room deposit and weekly rent fee in advance of the startup date for that training/racing year.

## **5.5 Subletting, Room Changes & Roommates**

Dormitory room keys are not transferable. Subletting is strictly prohibited. Room changes and roommates must be authorized by the Supervisor of Stabling.

## **5.6 Cleanliness and Maintenance**

- (a) Each Resident is responsible for keeping their assigned room clean and sanitary at all times.
- (b) All dormitory rooms may be inspected at any time by WEG security or other authorized personnel for general condition and property damage, or health and fire safety, or in response to circumstances requiring immediate action. Any illegal or unauthorized human and/or equine drug, or prohibited, unsafe, or suspicious items found in the room during such inspection(s) will be confiscated and the Resident(s) subject to eviction.
- (c) All trash is to be deposited in bins or receptacles provided by WEG.
- (d) Any damage to an assigned dormitory room, accidental or otherwise, must be immediately reported to the Supervisor of Stabling.
- (e) Any damages incurred to the dormitory room will be charged to the Resident(s). If damages are incurred and the Resident's room deposit is applied to the repair of that damage, the Resident must restore their original room deposit in full.
- (f) WEG will not be responsible for any abandoned and/or unclaimed property. All abandoned and unclaimed property will be deemed refuse and consequently disposed of at WEG's discretion.

## **5.7 Amenities**

- (a) Laundry facilities are strictly for Residents' use only. Horse linen is prohibited. Note: violation of any rules could result in eviction
- (b) The volume on radios, televisions, and stereos must be kept at levels that do not disturb other Residents.

- (c) Non Smoking / Non-Vaping - Dormitory common areas (laundry room, lounge) and identified non-smoking / non-vaping dormitory accommodations require that Residents may not have lit smoking products (cigarettes, cigars, pipes, vapes, etc.) in these locations. Evidence of smoking activities (i.e., ash trays, butts and odours) in a non-smoking room or location will be considered an offence. Residents shall receive written warnings for the first two offences. Residents may be subject to eviction upon notification of the third smoking offence.

## **5.8 Fire Safety and Appliances**

- (a) Residents must strictly adhere to the Fire Safety Rules and Regulations as posted.
- (b) Tampering with smoke detectors, carbon monoxide detectors/alarms, fire alarms, sprinkler systems, fire extinguishers, etc. is strictly prohibited.
  - I. The Stall Office shall be notified as soon as you become aware that:
    - a. A smoke or carbon monoxide alarm is disconnected,
    - b. The smoke or carbon monoxide alarm is not operating, or
    - c. The operation of the smoke or carbon monoxide alarm is impaired.
  - II. According to the Ontario Fire Code 2015 O. Reg. 213/07 **DISABLING IS PROHIBITED** – no person shall disable a smoke or carbon monoxide alarm. Under the Fire Protection and Prevention Act, the penalties for violating these requirements:
    - a. \$50,000 and/or 1 year in jail for an individual
    - b. \$100,000 for a corporation
- (b) Electrical hot plates, propane or other fuel source cooking appliances, toaster ovens, electric frying pans, indoor barbecues and any other appliances not explicitly approved by the Supervisor of Stabling are prohibited within any part of the dormitory. These items will be confiscated.
- (c) Each Resident may use one (1) (to a maximum of two (2) per room) C.S.A. approved power bars with a maximum of six (6) outlets per unit. Any other extension cords are prohibited and will be confiscated.
- (d) All open flames, including candles, and incense are prohibited.
- (e) Portable electric heaters or flammable liquid/gas type heaters are prohibited.
- (f) Tampering with smoke detectors, fire alarms, sprinkler systems, fire extinguishers, or carbon monoxide detectors is strictly prohibited.

## **5.9 Controlled Products and Substances**

- (a) Alcoholic beverages consumed outside of any dormitory room must be transferred to a plastic container. No glass containers of any kind are allowed outside of any dormitory room.
- (b) The sale of any product including any food or alcoholic beverages is strictly prohibited.
- (c) The use or possession of any controlled substance, paraphernalia, or prescription medication without a prescription will result in the loss of room and exclusion from the Premises (Trespass to Property Act).

## **5.10 Guests**

Visitors/guests are limited to two (2) per Resident per day. Visiting hours are from 10:00 a.m. to 9:00 p.m. All visitors MUST sign in/out at the Security Office. Signed in visitors must remain with the Resident at all times. Overnight visitors/guests are NOT permitted.

## **5.11 Change in Employment Status**

- (a) Each dormitory Resident must maintain steady, full-time employment in the WEG backstretch area. Residents employed by more than three (3) separate employers (trainers) in the current race year, or that have not been employed in the Backstretch Area for seven (7) days are not considered to have maintained steady, full-time employment. Residents must immediately inform the Supervisor of Stabling of any change in employer or employment status.
- (b) Trainers that employ a Resident are obligated to notify the Stall Office within twenty-four (24) hours if that Resident's employment ends.
- (c) A dormitory room will only be made available to personnel currently licensed by the AGCO. Persons licensed by the AGCO as an Owner, Trainer, Jockey or Jockeys' Agent are not eligible for dormitory accommodation.

## **PART VI – CONDITIONS OF RACING**

### **6.1 AGCO Rules of Racing**

The *Rules of Racing* in effect at the time any Race is raced shall govern the Race and any and all Entries will be received only with the understanding and on the agreement of the Applicant that the *Rules of Racing* govern.

### **6.2 Changes and Cancellations**

- (a) Subject to the *Rules of Racing*, WEG reserves the right, in its sole and absolute discretion, to:
  - (i) cancel any Race, upon repayment of all subscription Fees, if any, paid on such cancelled Race;
  - (ii) change the time and/or place of any Race; and/or
  - (iii) change the course and/or distance of a Racewithout refund of nomination or entry Fees.
- (b) Where a Race is drawn and subsequently cancelled, all horses in the body of the Race and on the Also Eligible List shall retain their original Entry or running dates and if applicable the current Entry date.

- (c) Subject to the *Rules of Racing*, a Race may, if WEG so determines in its sole and absolute discretion, be conducted by a racing association other than WEG, and WEG shall have the right to assign and transfer every Entry in respect of such Race and all monies paid to WEG to such other racing association and in such event all obligations, if any, of WEG in respect of such Race shall terminate.

### **6.3 Naming of Riders**

- (a) A rider cannot be named on more than two horses in a Race.
- (b) In all overnight Races, when drawing post positions, if the rider(s) named at the time of Entry is (are) not available at the time of the draw, an apprentice rider is then named by either the owner, Applicant, Authorized Agent or Steward, and the apprentice rider named will be allowed his/her apprentice weight allowance. Per AGCO Rule TB 30.19.
- (c) In the event an Applicant has two horses of different ownership in a stakes Race, he/she will be allowed to name the same rider on both horses, provided the Applicant follows the provisions of section 6.3(e).
- (d) If an Applicant wants to name the same rider on two horses in a Stakes Race, the riders must be declared by the Applicant before the betting opens on that day's racing program.
- (e) When a Race is carded with an Also Eligible List, and/or Main Track Only List, a rider may be named on his first and second call if one is in the body of the Race and the other call is one of the horses carried on the program as an Also Eligible or Main Track Only List.
- (f) An Applicant may name any replacement rider he/she wishes when his/her original rider is not able to fulfill his/her riding engagements.
- (g) There is no obligation to ride the backup rider named on the original Entry.

### **6.4 Same Owner Entries**

When a same owner Entry of equal status is entered in an overnight Race that overfills, the following method will determine which half of the Entry will have an opportunity to draw into the Race:

- (i) If neither is preferred, the horse with the last run/entry date will be preferred;
- (ii) The first one drawn will have an opportunity to draw into the Race; and if neither are preferred with equal status,
- (iii) The second will be excluded unless there is room on the Also Eligible List.

### **6.5 Programmed Also Eligibles in Overnight Races**

- (a) Horses on Also Eligible Lists will be programmed until race day provided that they have a Pari-Mutuel betting number. The fields will be reduced on Race Day to the permitted number of Starters. The programmed Also Eligible horses will draw in, as Scratches permit, by post position order.
- (b) The maximum number of Also Eligibles shall be listed in the program.

## 6.6 Entry Fees

- (a) Payments in U.S. funds will be accepted at the then current U.S. exchange rate unless otherwise published by WEG.

## 6.7 Entry Procedure

- (a) To enter a horse in a Race at WEG all Applicants must contact WEG and provide all the information required by Form E annexed to these Track Rules.
- (b) Failure to follow the proper entry procedures outlined above may result in the disqualification of a horse and jockey from a Race.
- (c) It is the trainer's responsibility to know the weights, equipment and eligibility for the horse(s) being entered. The trainer must advise the race office of weights and equipment changes at time of entry.

## 6.8 Preference Priorities

When determining which horses have preference when drawing into a Race, the following priorities will apply:

- (i) Horses nominated to a specific Stakes Race if such conditions are listed for a Prep Race;
- (ii) In all Races except Handicaps, Stakes, and Races designated as Preps for Stakes, colts and geldings will be preferred;
- (iii) In Maiden Allowance Races, horses which have not started for a claiming price of \$25,000 or less in their last three starts;
- (iv) In Allowance Races, horses that have won the maximum Allowance Races under the conditions of the Race shall have preference;
- (v) In NW OMC/ NW2/ \$32,000 Races, horses which have not started for a claiming price of \$15,000 or less in their last 3 starts;
- (vi) In all other NON-RESTRICTED ALLOWANCE races for Winners, horses which have not started for \$25,000 or less in their last 3 starts.

### PREFERENCE BREAKDOWN

Preference Order	NW 2 ALW 3 YR \$50,000	NW OMC/NW 2 \$32,000	NW 2 OMC/ NW 3 \$62,500	NW 3 OMC/ NW 4 \$80,000	NW 4 OMC/ ALLOWANCE	MONEY/DATE
1	Mdn Alw, Alw, Stk	Mdn Alw, Alw, Stk	Allowance & Stake	2 Allowance/ Stake	3 Allowance/Stake	4 Allowance/Stake
2	Winners	Winners	Maiden Allowance	1 Allowance/ Stake	2 Allowance/ Stake	3 Allowance/Stake
3	Maidens	Maidens	Claiming	Maiden Allowance	1 Allowance/Stake	2 Allowance/Stake
4			Maidens	Claiming	Maiden Allowance	1 Allowance/Stake
5				Maidens	Claiming	Maiden Allowance
6					Maidens	Claiming
7						Maidens

- (vii) In all Stake Races and Handicap Races which overfill, high-weights (including scale of weights) will have preference, in the case of equal weights, highest money earned will have preference unless otherwise noted;
- (viii) In all Races, with the exceptions of stakes and handicaps, winners will have preference;
- (viii) A horse with the earliest Entry date or running date, with respect to turf or dirt dates, will have an opportunity of drawing into a Race over a horse that has a later Entry or running date;
- (ix) If the conditions of any Race contain sex preference and Race record winnings and/or earnings, the sex preference condition shall be considered preferred over the winning and/or earning conditions unless otherwise noted; and
- (xi) Any Entry may be designated only if split.

## **6.9 Subsequent Conditions on Allowance Lines**

In any weight allowance line where the word "or" appears, the weight allowance may not be claimed unless the horse qualifies for the first half of the line. The second half of the line is considered a subsequent condition to the first, in accordance with AGCO Rule TB 8.09.

## **6.10 Optional, Starter or Selling Races**

- (a) In estimating eligibility and allowances, Starter, Optional Claiming (where entered for a claiming price) and Selling Races are considered Claiming Races.
- (b) Unless otherwise stated in the conditions, a horse is eligible for a Starter Race regardless of the twenty-five percent (25%) increase in claiming price (AGCO TB 12.07), if it has started for the specified claiming price stated in the conditions of the Race.
- (c) To be eligible for a Starter Race, the horse must have started within the time allowed for the specified claiming price or less.

## **6.11 Splitting Overnight Races**

WEG takes the following steps when splitting an overnight Race:

- (i) any Entry consisting of two horses owned and/or trained by the same person shall be split by lot into separate divisions and the divisions shall then be drawn by lot;
- (ii) any Entry consisting of three or more horses owned and/or trained by the same person shall be divided as equally as possible by lot, between the divisions and the divisions shall be drawn by lot;
- (iii) horses with preferred dates are split by lot; and



- (iv) remaining horses with equal dates are split by lot.

## 6.12 Turf Races

- a) The following procedure will be followed when Entries for these Races are drawn:
  - (i) at the time Entries are closed, these Races will be drawn to the maximum permitted, with Also Eligibles; and
  - (ii) post positions and order of preferences will be assigned to the Also Eligibles with respect to the procedure followed at the time of the draw. For certainty, and by way of example, but without limitation, in a Race limited to 10 Starters, in the event of one late Scratch, No. 11 will draw into the Race and break from the outside.
- b) Races taken off the turf will run at the scheduled distance, except as noted below:
  - (i) 1 mile will run at 1 mile 70 yards for Maiden two year olds only, otherwise will run at 1 1/16 mile.
  - (ii) 1 3/8 mile will run at 1 1/4 mile.
  - (iii) 7 1/2 furlongs will run at 7 furlongs.

## 6.13 Main Track Only Entries

- (a) For overnight turf Races, Main Track Only Entries will be accepted for those horses, which will run only if the Race comes off the turf.

- (b) Overfilled Turf Races:

Main Track Only entries will rank behind turf Also Eligible horses and have last preference to draw into the body of an overfilled turf race should the race come off the turf. Main Track Only horses will have last preference for remaining positions on the Also Eligible List and will receive available positions using normal preferences and draw procedures.

- (c) Turf Races Which Do Not Overfill:

Main Track Only entries will be included in the field but will be drawn separately from the turf entries. Turf entries will be drawn first and for the inside post positions. After the turf entries have been drawn, there will be a second draw for the Main Track Only horses using normal preference and draw procedures.

## 6.14 Closing of Entries

Entries will close at 11:30 a.m., unless otherwise noted in the Condition Book. The 72 hour Entry Rule is in effect **unless otherwise noted in the Condition Book**. Riders must be named at time of Entry.

## 6.15 Age Restrictions

- (a) Any horse ten (10) years or older that has not run first, second or third in a race of \$7,500 claiming or higher in the past 12 months will not be eligible to work or race at Woodbine.
- (b) Any horse seven (7) years or older that is a maiden will not be eligible to work or race at Woodbine.

## 6.16 Number of Starters – Main Track

The following chart sets forth the maximum number of Starters at the various distances and racing surfaces at Woodbine.

Woodbine – Main Track

<u>Distance</u>	<u>Overnight Races</u>	<u>Stakes</u>
4-1/2 Furlongs	10	10
5 Furlongs	12	14
5-1/2 Furlongs	12	14
6 Furlongs	14	14
6-1/2 Furlongs	14	14
7 Furlongs	14	16
1Mile & 70 Yards	12	12
1-1/16 Mile	14	14
1-1/8 Mile	14	14
1-1/4 Mile	14	17
1-1/2 Mile	14	14
1-3/4 Mile	14	14
1-7/8 Mile	14	14

Note: Maiden two-year old Races will be limited to a maximum of 12 Starters.

## 6.17

### Number of Starters for Overnight Races on the Turf Courses

#### i) E.P. Taylor Turf Course

Distance	6 Fur.	6-1/2 Fur.	7Fur.	1 Mile	1-1/16	1-1/8	1-1/4	1-3/8	1-1/2	1-5/8	1-3/4
Lane 1	14	14	14	14	14	14 Abt.	14	14	14	14 Abt.	14 Abt.
Lane 2	14	14	14	14	14	14 Abt.	14	14	14	14 Abt.	14 Abt.
Lane 3	10	14	14	14	14	14	12	13	14	14	14
Lane 4	10	12	14	14	14	14	10	10	10 Abt.	10 Abt.	10 Abt.
Lane 5	10	12	12	12	12	12	8	8	8 Abt.	8 Abt.	8 Abt.

#### ii) Inner Turf Course

Distance	5 Fur.	7 1/2 Fur.	1 Mile	1-1/16	1-3/8	1-1/2
Lane 1	12	11	12	12	12	12
Lane 2	12	11	12	12	12	12
Lane 3	10	9	11	11	11	11
Lane 4	8	8	10	10	8	8

Note: Maiden two-year-old Races will be limited to a maximum of 12 Starters.

Note: If after normal draw procedure a race must be reduced in number of Starters horses may be Scratched using normal preferences.

Note: Two-year-old races will be limited to a maximum of 8 starters in lane 4 (Inner Turf)

## 6.18 Timed Workouts

### (a) Qualifying Times for Workouts, as per AGCO Rule TB 6.30.03

2 Furlongs .....	26.0
3 Furlongs .....	40.4
4 Furlongs .....	52.3
5 Furlongs .....	1:05.0
6 Furlongs .....	1:19.0
7 Furlongs .....	1:32.0
1 Mile .....	1:47.0

- (b) In order that a horse may receive an official work time, the following conditions must have been met:
- (i) The gap attendant must have been advised of the horse's correct name, the distance it will work, and the area on the track where it will work, at the time the horse entered onto the track to work. (AGCO Rules of TB Racing:23.07)
  - (ii) The horse must work the distance in at least the minimum of time required for that specific distance. (See above)
  - (iii) The clockers shall only credit the horse for the distance that the horse, in their opinion, actually worked, and not give out a work time for any other distance to which it has galloped out.
  - (iv) The work sheet for each day must be initialed in the appropriate place, by the actual clocker who clocked the horse, prior to the sheet leaving the clocker stand, before the horse can be given an official work time. Any person wishing to dispute an official work time must do so prior to the post time for the first Race on the next racing day after the work took place. That dispute must be directed to the Chief Clocker or his/her delegate for investigation and decision. If the complainant does not accept the decision of the Chief Clocker, he/she shall promptly submit it to the Stewards. The time for official works shall not be given out by the clocking staff prior to the daily work sheet being filed with the Racing Secretary's office.
  - (v) To assist the Trainers, they can request work out times prior to the publishing of official times. Such requests are to be made to the gap person and sheet writers will respond as their workloads permit. These times are a convenience to trainers and are not official.

## 6.19 Equivalent Distances

The following approximate metric conversion will be considered as an equivalent distance for eligibility allowances:

One Mile.....1600 Metres

## 6.20 Training

- (a) Galloping on the rail is strictly prohibited.
- (b) There will be no more than three gallopers or workers abreast, except when working from the gate.
- (c) Galloping the wrong way is strictly prohibited.
- (d) Galloping or working inside the "dogs" is strictly prohibited.
- (e) Jogging the wrong way is not allowed within one quarter of a mile of the starting gate.
- (f) Jogging the wrong way must be done in single file.
- (g) Ponying is restricted to the outside half of the track.
- (h) Outriders' instructions must be obeyed at all times.

- (i) If siren is activated, pull up and ease to outside, look for danger. Continuing to gallop through the siren will result in fine and/or loss of privileges.

## **6.21 Track Problems**

Any problems relating to any of the Racetracks or training tracks should be brought to the attention of the Track Superintendent.

## **6.22 Racing Equipment**

- (a) If a horse enters a Race that is not used, is excluded from a Race that overfills, or is Scratched, an equipment change must be re-submitted.
- (b) For racing purposes, a bar shoe includes any method used to close an open shoe. Bar shoes must be declared at time of entry.
- (c) Once saddled, the saddlecloth must be conspicuously displayed.
- (d) Halters must be removed before the jockey mounts.

## **6.23 Blinkers**

- (a) Blinker changes must be declared at time of entry, regardless of when or where the horse last raced. First time Starters must declare blinkers at time of entry. If a horse enters a Race and is not used, is excluded from a Race that overfills, or is Scratched, an equipment change must be re-submitted.
- (b) Only one set of the following five (5) types of blinkers shall be worn by a horse in a Race at a Racetrack:
  - (i) full cup;
  - (ii) cup (French);
  - (iii) Open cup (having minimum measurement of 1" measured on the outside of the cup);
  - (iv) closed cup; or
  - (v) extended cup.

## **6.24 Side Rolls/Cheek Pieces**

- (a) Side roll/cheek piece changes must be declared at time of entry, regardless of when or where the horse last raced. First time Starters must declare side rolls/cheek pieces at time of entry. If a horse enters a Race and is not used, is excluded from a Race that overfills, or is Scratched, an equipment change must be re-submitted.

## **6.25 Shoes**

- (a) Turf Course: No toe grabs, caulks, stickers, blocks, turndowns, inserts, trailers or heel extensions will be allowed on the front or hind shoes. ONLY FLAT, QUEEN'S PLATE, QUEEN'S PLATE XT OR EQUIVALENT MAY BE USED.
- (b) Tapeta: No toe grabs, caulks, stickers, blocks, turndowns, inserts, trailers or heel extensions will be allowed on the front or hind shoes. ONLY FLAT, QUEEN'S PLATE, QUEEN'S PLATE XT OR EQUIVALENT MAY BE USED.
- (c) WEG, in its sole and absolute discretion, shall have the power to make the final determination of which shoes shall be permitted for racing at WEG.

## **6.26 Paddock**

- (a) Only the Applicant, who is a trainer, owner or guest of a horse racing, and any other person authorized by WEG may enter the paddock.
- (b) Children may only enter the paddock at the discretion of the Paddock Judge, and must be under adult supervision.
- (c) All persons in the paddock must be appropriately attired.

## **6.27 Attire**

- (a) Helmets must have a functioning chin strap and must be worn and fastened at all times while mounted on a horse AGCO Rule TB 14.02.01.
- (b) Boots with heels must be worn by riders at all times, on all tracks.
- (c) Safety vests must be worn and fastened at all times while mounted on a horse AGCO Rule TB 14.02.01.

## **6.28 Silks**

- (a) Racing Silks must be purchased by the owner and placed in the Jockey's Room before starting a horse in a Race.
- (b) A jockey may wear advertising or logos on his/her pants only with the express written approval in advance of both WEG and the owner of the horse. Jockey pants must be white in colour.
- (c) Racing Silks must be approved in advance by the Race Secretary or his/her designate. Any disputes regarding use of Racing Silks shall be decided by the Race Secretary or his/her designate, in his/her sole discretion.

## **6.29 Purses**

The purse distribution to owners programmed to race for each Overnight Race shall be as follows:

- 1st place 60 percent
- 2nd place 20 percent
- 3rd place 11 percent
- 4th place 6 percent
- 5th place 3 percent

In addition, any horse that is an official Starter and does not finish in the top five awarded positions will receive \$400.00, paid to the owner's account unless otherwise noted.

## **6.30 Definitions of Race Restriction**

- (a) Foaled in Canada: to be eligible for 'Foaled in Canada' Races the horse must be a registered Canadian-bred as defined in AGCO Rule TB 34.02.
- (b) Foaled in Ontario: to be eligible for 'Foaled in Ontario' Races the horse must be a Registered Ontario-bred, foaled in the Province of Ontario, out of an Ontario Resident Mare, registered with the Horse Improvement Program.
- (c) Restricted Allowance: a 'restricted allowance' Race applies to any allowance Race restricted to horses foaled, bred or sired in any province or state.

## **6.31 Fees**

Nomination payments, sustaining payments and entry Fees are due on the date advertised by cash, cheque, credit card or money order. Fees can be charged to an account only if a credit balance is maintained with the Horsemen's Bookkeeper.

## **6.32 Turf Training**

- (a) Trainers are requested to obtain their turf slips the day prior to the training session. Horses without a turf slip may be denied access to the turf course.
- (b) You must have a turf race in the Condition Book within 2 weeks of the training session. No slip will be given without this information. Please note that WEG reserves the right to restrict sessions at any time.
- (c) Maidens and claimers that have run for \$40,000 or more in their last start are eligible.
- (d) No galloping or backing up.
- (e) No ponies.

### **6.33 Starting Gate**

- (a) Horses must receive a gate slip from the starter in order to be eligible to enter a Race.
- (b) Horses placed on the Starters list are ineligible to Race. Horses may only be removed from this list by the starter. It is the responsibility of the trainer to be aware of horses on the Starters list.

### **6.34 Surveillance Program**

- (a) WEG in its sole and absolute discretion may place a Race or a horse under a surveillance program (Policies Part II). This program, as applied to a Race, would commence at a time designated in the Condition Book. The affected horse will then be under surveillance until the specified Race has been run or the horse is Scratched. The period of time the horse(s) is under surveillance is at the sole and absolute discretion of WEG and may vary from time to time.
- (b) Any violation of these Policies may result in the affected horse being Scratched from the specified Race.

### **6.35 Scratch Policy**

Trainers may be allowed to Scratch for the purpose of re-entering before race day providing one or more of the following conditions exists:

- (a) The Scratch is from a larger field (betting interests) going into a Race with a smaller field (betting interests).
- (b) The Race must be carded before the Scratch is approved.
- (c) Should there be more requests to Scratch and re-enter than can be accommodated under the foregoing limitations, a random draw will be held to establish which entry or entries will be accepted.
- (d) Scratches will be allowed to 10 betting interests on race day after the Commission Vet check and Scratches have been completed. It is understood that horses in earlier Races may have to be administered Lasix before such Scratch requests are dealt with by the stewards.

### **6.36 Lasix**

Horses enrolled in the EIPH Program and receiving Lasix four (4) hours in advance of the scheduled post for a Race may not be allowed to leave the Premises until after the Race.

### **6.37 Horse In-Today Policy**

Horses that are in to race, including also eligibles, must have a sign (Horse In Today) posted on each stall door by 8:00 a.m. on the day of the Race. There are no exceptions to this policy. The sign must remain attached to the stall until the horse leaves the stall to race. When a scratch has been approved by the Stewards, the sign may be removed. Trainers that are not in compliance with this policy will be subject to a monetary fine of \$250. Any exceptions to this policy must be approved by either of the following Race Office staff:



- (a) Vice President, Thoroughbred Racing Operations
- (b) Senior Manager, Racing Operations
- (c) Racing Secretary

### **6.38 Claiming**

In order to be eligible to claim a horse at Woodbine Racetrack, the trainer for the approved owner making the claim must be stabled on the grounds of an Ontario Thoroughbred Racetrack and have an approved stall application for the current Race meet on file. If the above conditions are not met, the claim shall be void.

### **6.39 Slaughter of Racehorses**

Any trainer or owner who is found to have caused a horse previously stabled in Ontario to be sent to a slaughter facility will be denied stabling privileges at Woodbine Racetrack.

### **6.40 Stake Races**

WEG reserves the right to cancel or re-schedule any Stake Race, including overnight Stake Races, at any time in its sole and absolute discretion. In the event of cancellation of any Stake Race, all entry fees will be refunded in full.

## **PART VII – PENALTIES**

### **7.1 Penalties**

A violation of any of the Track Rules may lead to the imposition of a penalty or penalties including:

- (i) fines and/or loss of privileges at WEG;
- (ii) loss of any or all Fees; and/or
- (iii) eviction from the Premises.

## **PART VIII – INTERPRETATION**

### **8.1 Definitions**

For the purposes of these Track Rules, the following capitalized terms shall have the meaning attributed to them as follows:

"7/8 Chute" means that part of the main track extending from the six furlong starting position to the seven furlong starting position.

"AGCO" means the Alcohol and Gaming Commission of Ontario.

"AGCO Licence" means the licence issued by the AGCO pursuant to the *Rules of Racing* permitting the licence-holder to participate in the horse racing industry in Ontario.

"AGCO Official" means an official appointed by the AGCO to carry out all the duties and responsibilities specified by the AGCO in the *Rules of Racing*.

"Allowance Race" means a non-Claiming Race for horses that have won a certain number of Races, or types of Races, or a certain amount of money.

"Also Eligible List" means a list of horses which are eligible to draw into a Race which overfills and from which one or more horses may be chosen to draw into the Race if Scratches occur.

"Applicant" means a person who intends to enter any horse or horses in any Race or Races at a Racetrack and all Applicants for Stall Accommodation and shall include:

- (i) a trainer,
- (ii) an agent/assistant to any Applicant,
- (iii) the principal for whom the Applicant is the agent,
- (iv) all owner(s) of horses controlled by the Applicant,
- (v) every owner's and Applicant's riders, Grooms, employees, licencees, agents and invitees (including guests), and
- (vi) their respective heirs, representatives, successors and assigns.

"ARCI" means Association of Racing Commissioners International Inc.

"Authorized Racing Official" means anyone authorized, approved and licenced to act in that capacity by the AGCO.

"Backstretch Area" means any area on the Premises which:

- (i) is not generally open to the general public; and
- (ii) is required to be accessed and used by those persons involved in the racing, training and use of horses at a Racetrack.

"Claiming Race" means a Race in which any horse starting may be purchased for a designated amount in conformance with the *Rules of Racing*.

"Coggins Test" means the blood test conducted to test for "Equine Infectious Anaemia".

"Condition Book" means the publication issued by the Racing Secretary listing the upcoming Races to be offered for the subsequent calendar period.

"CPMA Regulations" means the Pari-Mutuel Betting Supervision Regulations established from time to time by the Canadian Pari-Mutuel Agency.

"Eligibles" means horses which fit the conditions of a Race, i.e. age, sex, money or Races won.

"Entry" means an application by an Applicant for:

- (i) a specific horse to run in a specific Race; or
- (ii) two horses to run in the same Race, which have common ties in ownership or lease; or
- (iii) two or more horses entered in a Stakes Race, which have common ties in ownership or lease.

"Fee" means any Fee associated with participating in a Race.

"Fire Prevention Procedures" means those written procedures and guidelines relative to fire prevention which are established by WEG from time to time and posted throughout the Backstretch Area which are separate and distinct from the Track Rules.

"Groom" means an individual actively working in the horse racing industry as a groom.

"Handicap Race" means a Race in which the weights are assigned by the Racing Secretary.

"In-Slip" means the document authorizing the movement of horses into the Woodbine backstretch.

"Maiden Allowance Race" means a non-Claiming Race for horses that have never won a Race.

"Main Track Only List" means the list of horses which may draw into a Race only if the Race was originally scheduled to run on the turf course and is switched to the main track.

"Manager of Backstretch Operations" means the person employed by WEG and designated as Manager of Backstretch Operations, from time to time, or having the responsibilities thereof.

"Optional Race" means a Race in which horses may be entered under allowance conditions or for a claiming price.

"Out-Slip" is the document authorizing the movement of horses out of the Woodbine backstretch.

"Paddock" means a security controlled facility designated by WEG where horses and Race participants shall assemble for the purposes of conducting a Race card or Race related event.

"Premises" shall include all of WEG's property located at the Racetrack including the Stable Areas, Backstretch Areas, dormitories, grandstand, parking lots and associated grounds.

"Prep Race" means an allowance race in which the conditions and scheduling are designed to prepare horses for a specific Stakes Race.

"Race" means a contest between horses taking place on a Racetrack.

"Race Office" is that portion of the designated building dedicated to the Thoroughbred Racing department for the purpose of processing Race entries and formalizing a race card.

"Racetrack" means a racetrack operated by WEG or located on any part of the Premises.

"Racing Secretary" means an individual employed by WEG responsible for overseeing the preparation of Race cards.

"Registration Papers" means a foal certificate duly registered with and approved by the registry office of the Jockey Club (Lexington, Kentucky).

"Resident" means an individual who has complied with Section 5.3 of the Track Rules and is occupying a room in the Dormitory.

"Track Rules" means the Thoroughbred Track Rules and Policies of WEG herein prescribed and any amendments made thereto by WEG from time to time.

"*Rules of Racing*" means the Rules of Thoroughbred Racing established from time to time by the AGCO.

"Scratches" means the withdrawal of entered horses after the closing of entries.

"Security Officer" means a uniformed member of WEG's security force.

"Sponsor" means the designation given to a Stable Area Access Sticker holder who has signed in a guest.

"Stable" means a barn or livery on the Premises used for the purposes of housing Race horses.

"Stable Area" includes those places within the Premises comprising the Stables, track kitchens, racing offices, training areas, tack rooms, saddling areas including paddock and walking ring, winner's enclosures and dormitories are located.

"Stable Area Access Sticker" means the permit or permits issued by WEG from time to time pursuant to Part II of the Track Rules.

"Stabling Manager" means the person employed by WEG and designated as the Stabling Manager, from time to time.

"Stake Race" means: (See Definitions Chapter 2, AGCO Rules of TB Racing)

- (i) any Race in which nominations close more than 72 hours in advance of the running of the Race and for which subscribers contribute money towards the purse of the Race; or,
- (ii) a Race for which horses are invited by a racing association to run for a guaranteed purse of \$50,000 or more without payment of a Fee for the Stakes Race.

"Stall Accommodation" means horse stabling and/or stables assigned to individual trainers by WEG.

"Stall Office" is that portion of the designated building dedicated to the Thoroughbred Racing department for the purpose of managing stabling and stall accommodation.

"Starter" means horses which run in a Race and are not declared non-starters by the Stewards.

"Starter Race" means a Race in which all horses must have started for a specified claiming price or lower since a specified date.

"Steward" means a racing official appointed by the AGCO with powers and duties specified by statute and/or the *Rules of Racing*.

"Tack Room" means any storage or office location assigned to a trainer by WEG.

"Track Superintendent" means the individual employed by WEG responsible for overseeing the track surface preparation and maintenance.

"WEG" means Woodbine Entertainment Group.

## **8.2 Other Interpretation Matters**

In this Agreement:

- (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders, unless the context otherwise requires;
- (b) the word "including" or "includes" shall mean "including [or includes] without limitation"; and
- (c) the division of these Track Rules into separate Articles, Sections, Subsections and Schedules, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of these Track Rules.

## POLICIES

### PART I – POLICIES RESPECTING INSURANCE, LIABILITY AND HEALTH AND SAFETY

#### **1.1 Applicability of Part I Policies**

In this Part I, the term ‘Applicant’ shall only refer to those Applicants who are trainers.

#### **1.2 Insurance**

- (a) The Applicant shall at all times maintain comprehensive general liability insurance in the minimum amount of \$1 million per occurrence which shall indemnify WEG and its directors, officers, employees and agents from any and all liability. The Applicant shall upon request by WEG provide to WEG a Certificate of Insurance and any other documentation WEG may reasonably request evidencing that the foregoing insurance is in effect.
- (b) The Applicant shall name WEG as an additional insured entity under the Applicant’s comprehensive general liability coverage.
- (c) The Applicant shall provide WEG with thirty (30) calendar days’ notice of cancellation or non-renewal of the Applicant’s comprehensive general liability coverage.

#### **1.3 Health and Safety**

- (a) The Applicant is responsible for his or her own health and safety, and for the health and safety of all persons in his or her employ or with whom he or she has contracted. Without limitation, the Applicant shall comply with the terms and requirements of the *Occupational Health and Safety Act* (Ontario) and the Regulations under that Act, and implement all programs and procedures necessary to ensure such compliance.
- (b) The Applicant shall ensure that all of his or her employees and contractors have the training and supervision necessary or appropriate for the performance of their respective duties or services, including the use of personal protective equipment and safety measures and procedures.
- (c) The Applicant shall comply, and shall be responsible for and ensure the compliance of all of his or her employees and contractors, with all safety rules and procedures established by WEG from time to time, including those provided specifically to the Applicant or posted on the Premises.
- (d) Upon request, the Applicant shall provide to WEG a Certificate of Clearance from the Workplace Safety and Insurance Board and/or adequate proof that the Applicant has paid-up coverage under the *Workplace Safety and Insurance Act* (Ontario). (AGCO Rules of TB Racing: 29.09.01)

## **PART II - SURVEILLANCE PROGRAM**

### **2.1 SURVEILLANCE**

- (a) WEG in its sole and absolute discretion may require horses to be placed in a pre-Race surveillance program. In the event that a Race is selected for surveillance, all entered horses must be on the Premises at a time designated in the Condition Book.
- (b) The period of time the horse is kept under surveillance is at the sole and absolute discretion of WEG and may vary from time to time.
- (c) Once a trainer is notified that a horse has been selected for surveillance, he/she will cooperate with WEG security in documenting particulars of the affected horse, including name, tattoo, program number, barn and stall designation.
- (d) Access to horses in the surveillance program will be restricted to pre-approved individuals and this access will be monitored and documented by WEG security. The trainer of the affected horse is responsible for designation of those individuals who will be allowed access to the horse for feeding and Race preparation purposes. The trainer and his/her veterinarian will ensure that any pre-Race treatments and/or medications administered to the affected horse, within the *Rules of Racing* and the *CPMA Regulations*, are documented as required under AGCO Rule TB 27.13 and 27.14.
- (e) Responsibility for each horse in the pre-Race surveillance program will remain solely with the horse's trainer. In no event will WEG assume responsibility or liability for such horse.



# **FORMS AND AGREEMENTS**