

WOODBINE ENTERTAINMENT GROUP

APPLICATION FOR ACCESS RIGHTS

THOROUGHBRED

To: Woodbine Entertainment Group (“WEG”)

I hereby apply, either (a) in my personal capacity or (b) as an employee, agent or representative (an “Agent”) of an individual, corporation or other legal entity (the “Principal”), for a limited, non-transferable, revocable licence (the “access rights”) to enter upon the lands and premises operated by WEG and the improvements located thereon (the “WEG premises”) together with the property (including horses and equipment) in my possession, care, custody or control from time to time during the proposed access.

I undertake and agree to use the access rights, if granted, for the limited purpose of such activities on WEG premises as may be permitted by WEG and, in the case of equine and related activities, to abide by the Rules and Regulations of WEG as amended from time to time.

I acknowledge and agree that WEG reserves the right to revoke the access rights, if granted, at any time in its sole and absolute discretion and without notice, reason or compensation.

I further acknowledge and agree that the term “property”, whenever used, includes horses and the term “damage to property” includes injury to or death of horses.

Authority to Sign this Application

Where this is an Application for Access Rights made in my personal capacity, I represent and warrant that I am 18 years of age or older. Where this is an Application for Access Rights made as Agent of a Principal, I represent and warrant that the Principal, if an individual, is 18 years or older and that I am authorized by the Principal to sign this Application for Access Rights and thereby bind the Principal to its terms in the same manner as if this Application were signed by the Principal.

Acknowledgement and Assumption of Risk

I acknowledge that working with and riding horses, handling equine equipment and otherwise engaging in equine activities is dangerous and involves inherent risk of injury and death and loss of or damage to property, and I hereby agree to assume that risk.

Without in any way limiting the generality of the foregoing, I acknowledge that:

- (a) horses have the propensity to behave in unpredictable ways that may result in injury or death or loss of or damage to property;
- (b) the use of equine equipment, including safety equipment, may not reduce the risk of injury or death or loss of or damage to property;
- (c) the condition of WEG premises, including without limitation the racetracks and practice tracks and stables, are imperfect and may contain hidden or unknown hazards that increase the risk of injury or death or loss of or damage to property;
- (d) engaging in competitive activities, including racing, involves unpredictable and unknown hazards and dangers; and
- (e) the use of WEG premises by others or the engaging by others in competitive activities, including racing, may result in unexpected or unknown danger that increases the risk of injury or death, or loss of or damage to property.

I acknowledge and agree that WEG makes no representations or warranties, whether written or oral, express or implied, respecting:

- (f) WEG premises or their suitability or fitness for any particular purpose, including without limitation that portion of WEG premises on which any equine events or related activities take place;
- (g) the competence or qualifications of others having access rights to WEG premises, including without limitation their competence or qualifications to engage in racing or training;
- (h) the state of health or safety of horses on WEG premises from time to time;
- (i) the supervision, control or training of horses on WEG premises from time to time, including without limitation their suitability for training and racing.

I acknowledge that the Rules and Regulations of WEG are available to me via internet at www.woodbineentertainment.com/ThoroughbredRules and that printed versions are available to me at the Woodbine East Stable Gate Security Offices in the event I am unable to access via the internet, and I acknowledge that compliance with those Rules and Regulations, as amended from time to time, is a condition of my continued access to WEG premises.

Conditions of Access – Waiver, Release of Claims and Indemnity

In consideration of the grant or proposed grant to me by WEG of the access rights to WEG premises, I hereby waive and forever release WEG and its current and former officers, directors, members, employees and agents (collectively referred to as the "Releasees") from any and all claims of any sort (excepting any claim for want of ordinary care or negligence on the part of WEG or its officers, servants, agents or employees) which I may otherwise now have or may have or acquire in the future, whether or not such claims are within my current knowledge or contemplation, including without limitation all claims arising out of injury, death, loss of or damage to person or property, which directly or indirectly arise out of, relate to, are a consequence of or follow the granting or proposed granting, or the use or proposed use, of access rights by me as contemplated in this Application.

For the same consideration, I undertake and agree not to make any claim or commence any proceeding of any sort against a third party relating to the subject matter of the claims waived and released as set out above that may result in a claim against WEG or any of the other Releasees for damages, contribution or indemnity.

For the same consideration, I further undertake and agree to indemnify and hold harmless WEG and the other Releasees in respect of all claims as against them (excepting any claim for want of ordinary care or negligence on the part of WEG or its officers, servants, agents or employees), including without limitation all claims arising out of injury, death, loss of or damage to person or property as well as the actual legal costs incurred by WEG in responding to such claims, which directly or indirectly arise out of, relate to, are a consequence of or follow the granting or proposed granting, or the use or proposed use, of access rights by me as contemplated in this Application.

READ THIS DOCUMENT BEFORE SIGNING!!!

Date Signed: _____

Location Signed: _____

1. **SIGN HERE** if you are an individual applying in your **PERSONAL CAPACITY**:
(Please make sure that your address details are fully completed. You are responsible for notifying WEG Security should your address change during the terms of this agreement.)

Witness Signature: _____

Your Signature: _____

Witness Name (please print): _____

Your Name (please print): _____

Witness Address: _____

Your Address: _____

Witness Phone Number: _____

Please check box if this is a new address:

Your Phone Number: _____

If you are a **GUEST**, please set out your sponsor's name: _____
and your Sponsor's Stable Area Access Number:# _____

GUESTS WILL NOT BE PROVIDED WITH A COPY OF THE RULES AND REGULATIONS OF WEG. IT IS THE RESPONSIBILITY OF THE PERSON WHO HAS INVITED SUCH GUEST TO MAKE SUCH GUEST AWARE OF SUCH RULES AND REGULATIONS AND TO ENSURE THE GUEST COMPLIES WITH THOSE RULES AND REGULATIONS.

2. **SIGN HERE** if you are an **employee, agent or representative** (an "Agent") of a **partnership, corporation or other legal entity** (a "Principal"):

Name of corporation, partnership or other legal entity

("Principal"): _____

I am an employee, agent or representative (an "Agent") of the 'Principal' referred to above and **I HAVE AUTHORITY TO BIND THE 'PRINCIPAL' TO THIS DOCUMENT BY MY SIGNATURE.**

Your Signature ("Agent"): _____

Your Name (please print): _____

Your Address: _____

Your Phone Number: _____

Would you like to receive racing and business related information on Woodbine Entertainment Group?
 Yes No

WEG USE ONLY: GUEST	<input type="checkbox"/>	YES
	<input type="checkbox"/>	NO
If Guest, has Sponsor signed form	<input type="checkbox"/>	YES
	<input type="checkbox"/>	NO