

Woodbine Entertainment Group

STANDBRED TRACK RULES

TABLE OF CONTENTS

TRACK RULES	3
PART I – GENERAL	4
1.1 CONDUCT GENERALLY	4
1.2 IMPROPER BEHAVIOUR	4
1.3 FIRE SAFETY	4
1.4 WEG’S PURSE DISTRIBUTION COVENANT	5
1.5 RACE SCHEDULING COVENANT	7
1.6 OTHER GENERAL RULES	8
1.7 NO LIABILITY OF WEG	8
PART II – STABLE AREA ACCESS STICKER	9
2.1 GENERAL	9
2.2 IDENTIFICATION	9
2.3 RENEWAL	9
2.4 ISSUER	9
2.5 QUALIFICATIONS	9
2.6 ISSUANCE	9
2.7 PROCEDURE	9
2.8 GUESTS	9
2.9 LOST AND STOLEN STICKERS	10
2.10 CANCELLATION/REVOCATION	10
PART III – STABLE AREA	11
3.1 ENTRY	11
3.2 GUESTS	11
3.3 TRAFFIC IN STABLE AREA	11
3.4 HANDLING OF ANIMALS	12
PART IV – CONDITIONS OF RACING	13
4.1 ORC RULES OF RACING	13
4.2 CHANGES AND CANCELLATIONS	13
4.3 LEADING OF HORSES	13
4.4 TRACK PROBLEMS	13
4.5 QUALIFICATION OF HORSES	13
4.6 DRIVER ELIGIBILITY	13
4.7 ENTRY FEES	14
4.8 ENTRY PROCEDURE	14
4.9 PRE RACE REQUIREMENTS	14
4.10 DISTANCE	14
4.11 ATTIRE	14
4.12 POST-RACE	15
4.13 MUDGUARDS	15
4.14 RETENTION RULE	15

PART V – PENALTIES	15
5.1 PENALTIES	15
PART VI – INTERPRETATION	16
6.1 DEFINITIONS	16
6.2 OTHER INTERPRETATION MATTERS	18
POLICIES	19
PART I – POLICIES RESPECTING INSURANCE, LIABILITY AND HEALTH AND SAFETY	19
1.1 APPLICABILITY	19
1.2 INSURANCE.....	19
1.3 HEALTH AND SAFETY.....	19
PART II – RETENTION PROGRAM.....	20
2.1 RETENTION.....	20
FORMS AND AGREEMENTS.....	22
FORM A – APPLICATION FOR ACCESS RIGHTS	23
FORM E – ENTRY FORM – PACER	26
FORM F – ENTRY FORM – TROTTER	27

Consolidated Standardbred 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 without notice, at any time and from time to time, on approval of the Ontario Racing Commission, after:

- (a) notice to and consultation with a senior representative of any horsemen's association or other group representing standardbred horsemen participating in Races with which WEG has a valid and current agreement; or
- (b) where there is no such agreement then in place, posting, in an area of general viewing in the backstretch at each of WEG's Racetracks, the relevant alteration or amendment, at least ten (10) days prior to such alteration or amendment becoming effective.

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.

1. 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.
2. 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, TRACK SUPERINTENDENT, STAFF SERGEANT OR ANY OTHER EMPLOYEE OF WEG.

TRACK RULES

PART I – GENERAL

1.1 Conduct Generally

- (a) It is a privilege, not a right, to use the Premises and Race at the Racetracks. 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 5.1 of these Track Rules.
- (b) **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 these Track Rules shall in any way limit any other rights which WEG may have, whether at common law or in statute, including without limitation under the *Occupiers' Liability Act* (Ontario) or the *Trespass to Property Act* (Ontario).**
- (c) 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.
- (d) The Applicant shall at all times while on the Premises 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, applicable to the Applicant's attendance at or conduct on the Premises.

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 that the Fire Prevention Procedures are followed and that their employees, contractors and agents are familiar with the barn 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 which are separate and distinct from the Track Rules.

- (c) All persons will 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.
- (e) Smoking is not permitted in the Paddock. For the purposes of this Rule, the Paddock includes the cafeteria, driver's change rooms and offices within the Paddock. Any person who violates this Rule will be dealt with as follows: (ORC SB Rule 6.02)
 - i) First Offence: \$50.00 Fine.
 - ii) Second offence within one year: \$300.00 fine or a 5 day suspension.
 - iii) Third offence within one year: minimum fine of \$500.00 and a 7 day suspension.
 - iv) Fourth offence within one year: indefinite suspension and referred to the Executive Director.
- (f) All approved extension cords must be C.S.A. approved and for outdoor usage and not to be used as permanent wiring.
- (g) All approved C.S.A. outdoor extension cords must be unplugged after use and at the end of the day.
- (h) 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 it is elevated off the ground.
- (i) Obstructing or blocking of fire hydrants and fire equipment is prohibited.
- (j) Parking or Obstructing WEG Official Fire Routes is prohibited and vehicles will be tagged or towed away.
- (k) Firearms are strictly prohibited on the Premises.

1.4 WEG's Purse Distribution Covenant

- (a) WEG covenants with each Applicant that, subject to the other provisions of this Section 1.4, WEG shall distribute purse amounts to standardbred horsemen participating in Races and the minimum amount of the aggregate purse distribution which WEG shall distribute in each year to the purse account of the standardbred horsemen participating in Races shall be calculated as follows:
 - (i) fifty percent (50%) of the gross revenue derived by WEG during such year from its share of the monies wagered at WEG facilities (including off-track locations) on standardbred races (including all inter-track, simulcast, teletheatre or other form of remote betting involving standardbred racing); PLUS

- (ii) fifty percent (50%) of the revenue earned by WEG on the joint venture agreements with other racing associations and distributors on standardbred races originating at Racetracks; PLUS
 - (iii) fifty percent (50%) of the net breakage revenue resulting from the application of sub-sections (1) and (2) of Regulation 164 of the *CPMA Regulations*; PLUS OR MINUS, as the case may be,
 - (iv) interest on underpayments of purses calculated weekly on the amount of such underpayment before interest, as at the close of business each Saturday, based upon the interest rates in effect on the first banking day after each Saturday as provided by the Bank of Nova Scotia, Toronto Main Branch. Interest on overpayments of purses will be calculated monthly and reflect financing rates based on WEG agreements with the Bank of Nova Scotia.
- (b) For purposes of the calculation of aggregate purse distribution:
- i. “gross revenue” shall comprise WEG’s commission percentage as approved by the Canadian Pari-Mutuel Agency, less any industry allocations to representative entities, including any allocation determined by the authority of The Ontario HorseRacing Industry Association (OHRIA) Business Plan dated June 10, 1996, and shall be calculated net of takeout adjustments in respect of the HorsePlayer® Rewards Program, Teletheatre Incentive Program and U.S. Common Pool Interface Program;
 - ii. in the case of standardbred races originating at racetracks other than the Racetracks, gross revenue derived by WEG is net of commissions paid to the host racetrack and related fees; and
 - iii. all revenue shall be determined in accordance with the relevant provisions of the *Criminal Code* (Canada) and the *CPMA Regulations*.
- (c) In respect of simulcast commission revenues, such revenues will be distributed to WEG and the purse accounts of the relevant horsemen participating in Races based on the following rules:
- (i) winter thoroughbred simulcasts originating from U.S. racetracks during the historical dates of the standardbred winter meet (i.e. early December to mid March) - WEG 50%, standardbred horsemen 25%, thoroughbred horsemen 25%.
 - (ii) thoroughbred simulcasts originating from Hong Kong – WEG 50%, standardbred horsemen 25%, thoroughbred horsemen 25%;
 - (iii) all other standardbred simulcasts - WEG 50%, standardbred horsemen 50%; and
 - (iv) all other thoroughbred simulcasts - WEG 50%, thoroughbred horsemen 50%.

For purposes of this subsection (c), “commission revenue” shall mean gross commission revenue from wagering net of (A) commissions or revenue from joint venture agreements paid to the host track or the track hosting the pari-mutuel pool, and (B) takeout adjustments in respect of the HorsePlayer® Rewards Program, Teletheatre Incentive Program and U.S. Common Pool Interface Program.

- (d) The amount of interest calculated for purposes of subsection (a)(iv) above shall be determined as follows:
- (i) on the first \$100,000, interest will be calculated based on the overnight deposit rate; and,
 - (ii) on any balance in excess thereof, interest will be calculated based on the thirty (30) day deposit rate.
- (e) Any portion of the aggregate purse distribution for the current year which is not, in fact, paid during the year will be carried over and added to the aggregate purse distribution for the following year; and any

overpayment of purses in the current year will be deducted from the aggregate purse distribution for the following year.

- (f) WEG shall add to the aggregate purse distribution, an amount equal to fifty percent (50%) of the revenues from (i) standardbred uncashed winning pari-mutuel tickets and (ii) thoroughbred uncashed winning pari-mutuel tickets related to the periods referenced in Sections 1.4(c)(i) and (ii) above; it being acknowledged by all parties that if The Unclaimed Intangible Property Act is applied to uncashed pari-mutuel tickets, neither WEG nor the standardbred horsemen will earn any revenue from uncashed winning pari-mutuel tickets.
- (g) If WEG has a valid agreement in place with any horsemen's association or other group representing standardbred horsemen participating in Races which includes a provision for distribution of purse amounts, then, for so long as such agreement is in effect, the purse distribution provisions set out in such agreement shall prevail over this Section 1.4.

1.5 Race Scheduling Covenant

- (a) WEG covenants with each Applicant that, subject to the other provisions of this Section 1.5, not less than fourteen (14) days prior to the submission by WEG of its annual application to the Ontario Racing Commission and the Canadian Pari-Mutuel Agency for standardbred and thoroughbred and inter-track dates, WEG shall:
 - (i) post, in an area of general viewing in the backstretch at each of WEG's Racetracks:
 - A. the schedule of live race dates (the "**Live Product Schedule**"); and
 - B. the schedule of simulcast racing product to be displayed by WEG for wagering purposes at its Racetracks and other facilities, including betting theatres, (the "**Simulcast Product Schedule**"), which will accompany such application; and
 - (ii) cause its Vice-President Standardbred Racing to meet and consult with any Applicant who is a standardbred horsemen and who wishes to discuss or comment on such schedules, prior to the submission of such annual application.
- (b) WEG covenants with each Applicant that, subject to the other provisions of this Section 1.5, not less than ten (10) days prior to the beginning of each calendar month, WEG shall post the Simulcast Product Schedule for such calendar month, and cause its Vice-President Standardbred Racing to meet and consult with any Applicant who is a standardbred horsemen and who wishes to discuss or comment on such schedule. For purposes of this Section 1.5(b), WEG will 'post' the Simulcast Product Schedule for such calendar month by:
 - (i) posting such schedule in an area of general viewing in the backstretch at each of its Racetracks; and
 - (ii) making such schedule available for viewing by the general public on its web-site at <http://www.woodbineentertainment.com/schedule/simulcast>, or an equivalent or successor web address.
- (c) If WEG has a valid agreement in place with any horsemen's association or other group representing standardbred horsemen participating in Races, which includes provisions in respect of the scheduling of races, then, for so long as such agreement is in effect, the race scheduling provisions set out in such agreement shall prevail over this Section 1.5.

1.6 Other General Rules -

- (a) Pets. Except for cats, companion donkeys and goats, no pets are allowed on the Premises and, for certainty, no pets, including cats, are to be left in vehicles in the parking lot.
- (b) Parking. Owners of vehicles parked in unauthorized areas or otherwise improperly parked are subject to a fine and/or they may be evicted from the Premises.
- (c) 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; except that WEG will not charge or authorize any fee in respect of: (A) retention barn trucking; or (B) parking.

1.7 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 ORC License 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 at WEG.

2.3 Renewal

The Stable Area Access Sticker must be renewed annually and is effective for 12 consecutive months.

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 ORC License.

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 license issued by the ORC; 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 ORC license and evidence of employment (if applicable);
- (ii) require the individual to execute a *Waiver of Liability* in the form set out at Form A;

and thereafter, in its 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 ORC License with the Stable Area Access Sticker affixed on the back of it, or the Stable Area Access Sticker or the ORC License 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 purpose.
- (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 license and shall produce it upon request by a Security Officer. 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.

3.2 Guests

- (a) All guests of persons properly authorized to be in the Stable Area (including guests of Owners, Applicants, Authorized Racing Officials, ORC Members, Veterinarians licensed by the ORC, drivers 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 Track 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 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 ORC.
 - (ii) such guest(s) obey these Track Rules in all respects.
 - (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) Drivers of vehicles shall obey posted speed limits and other traffic signs while in the Stable Area.

- (c) 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.
- (d) 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.

3.4 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 loss of privileges.

PART IV – CONDITIONS OF RACING

4.1 ORC 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.

4.2 Changes and Cancellations

- (a) Subject to the *Rules of Racing*, WEG reserves the right, in its absolute discretion, to:
 - (i) cancel any Race, upon repayment of all subscription fees, if any, paid on such cancelled Race; and/or
 - (ii) change the time and/or place of any Race.
- (b) 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.

4.3 Leading of Horses

The leading of horses is not permitted on the main Racetrack.

4.4 Track Problems

Any problems relating to any of the Racetracks or training tracks should be brought to the attention of the Manager Racing Surfaces.

4.5 Qualification of Horses

- (a) Any horse four years old and upward will be allowed three consecutive chances to qualify. Three year olds will be allowed four consecutive chances to qualify. Horses failing to qualify under this rule will not be permitted to re-qualify for a period of six months.
- (b) A horse that has been refunded under the Starting Rule may be required to show 2 clean charted lines, before being considered to reenter at WEG. Two refunds within a period of one year will mean the horse is barred from competition at WEG Circuit for a period of one year. Following the year's prohibition, the first refund on the WEG Circuit will mean the horse will be barred for life. A horse must be entered through the race office by 10:30 a.m. on the day prior to a card of qualifying races.

4.6 Driver Eligibility

To be eligible to drive in overnight Races on the standardbred Racetracks, a driver must have obtained an "A" driver's license. Drivers holding a "B", "C" or "P" license may drive in qualifying or schooling Races only. Persons driving, jogging and/or training horses must be at least 16 years of age.

4.7 Entry Fees

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

4.8 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 or Form F, as the case may be, annexed to these Track Rules
- (b) All Applicants entering a horse in a pacing or trotting series must complete a stakes nomination form provided by WEG for each seasonal stakes series throughout the year.
- (c) Failure to follow the proper entry procedures outlined above may result in the disqualification of a horse and driver from a Race and/or loss of privileges at WEG.

4.9 Pre Race Requirements

- (a) All horses declared to Race must be in the Paddock of the Racetrack where the Race is being conducted at least 1 hour before the scheduled post time of the Race for equipment check purposes (tattoos, etc.).
- (b) Horses arriving late may be scratched by an ORC Official in charge and the Applicant may be subject to a fine by the ORC. While racing is being conducted at Mohawk or Woodbine Racetrack, horses that are enrolled in the EIPH Program, have properly received Lasix, and are occupying the lasix stalls at the Racetrack, may be scratched if the horse has not moved into the Paddock as outlined in 4.9(a), and the Applicant may be subject to a fine by the ORC. Horses enrolled in the EIPH program and receiving Lasix four (4) hours (+/- 15 minutes) in advance of the scheduled post for the Race may not be allowed to leave the Premises until after the Race.
- (c) All horses entering the Paddock on Race days are required to have their tattoos or freeze bands presented for identification to a WEG Official on duty at the Paddock.
- (d) All horses, once having been admitted to the Paddock, shall remain there other than to leave for warm-up miles, until the horse has completed racing and has reported to the test barn if required.
- (e) WEG, in its sole and absolute discretion, may require horses, or any one or more of them, entered in a Race to be on the Premises of the relevant racetrack for a period of up to 24 hours prior to the Race in which such horses are to start.

4.10 Distance

All Races are to be raced over a distance of ONE MILE (1609 M), unless otherwise provided by WEG, in its sole and absolute discretion.

4.11 Attire

Helmets and safety vests must be worn and fastened at all times when on any Racetrack and all training tracks. In accordance with ORC S.B Rule 6.39 and 6.29.01. Failure to do so may result in a fine imposed by an ORC Official.

4.12 Post-Race

Each driver in each Race shall clear with the starter on the turn before leaving the Racetrack at the conclusion of a Race

4.13 Mudguards

All sulkies must be equipped with mud sheets and fenders when deemed necessary by the Judges.

4.14 Retention Rule

WEG, in its sole discretion, may require horses to be placed in a retention area for a disclosed period of time prior to racing in any added money and/or overnight race(s). The period of time the horse is detained in the retention area is at the sole and absolute discretion of WEG and may vary from time to time. *(Horses arriving late to the retention area will be recorded by Security and may be scratched by the ORC.)*

PART V – PENALTIES

5.1 Penalties

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

- a. loss of privileges; at WEG
- b. loss of any or all fees; and/or
- c. eviction from the Premises.

PART VI – INTERPRETATION

6.1 Definitions

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

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

- (i) a trainer or second 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 drivers, Grooms, servants, employees, licensees, 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 by the ORC or WEG.

"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.

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

"Entry" means an application by an Applicant for:

- i. a specific horse to race in a specific Race; or
- ii. two or more horses to race in the same Race, which have common ties in ownership or lease.

"Fair Start Pole" means the starting point that is marked by a yellow pylon on the inside rail. With a distance of 200 feet before the Race starting line.

"Fee" means any Nomination Fee and/or Sustaining Fee prepaid to WEG and/or any Starting Fee due or owing, and/or any other fee associated with participating in a Race at WEG.

"Fire Prevention Procedures" means those written procedures and guidelines relating 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.

"Nomination Fee" means the fee paid to nominate a horse to ensure the eligibility of a horse to race in a Race and/or a series of Races.

"OHRIA" means the Ontario Horse Racing Industry Association.

"ORC" means the Ontario Racing Commission.

"ORC License" means the license issued by the ORC from time to time pursuant to the *Rules of Racing*

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

"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 all the Racetracks including all Stable Areas, Backstretch Areas, grandstand, parking lots and associated grounds.

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

"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 and general supervision of the Stable Area.

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

"*Rules of Racing*" means the Rules of Standardbred Racing established from time to time by the ORC.

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

"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 of the Stables, track kitchens, racing offices, training areas, tack rooms, saddling areas including paddock and walking ring, and dormitories.

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

"Staff Sergeant" means the person employed by WEG and designated as the Staff Sergeant.

"Stakes Race" means 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

"Starting Fee" means the fee paid to render a horse eligible to start and compete in a Race.

"Starting Rule" means the rule that comes into effect if a horse has not reached the Fair Start Pole when the horses are released at the starting point by the Official Starter, pursuant to which the judges will cause the inquiry sign to be displayed immediately and shall request the horse be scratched from wagering.

"Sustaining Fee" means the fee paid to sustain a horse's eligibility to Race in a Race and/or a series of Races.

"Manager Racing Surfaces" means the individual employed by WEG responsible for overseeing the track surface preparation and maintenance.

"WEG Circuit" means the Woodbine and Mohawk Racetracks.

"WEG" means Woodbine Entertainment Group.

6.2 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.

**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

- (d) 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), if applicable, and the Regulations under that Act, if applicable, and implement all programs and procedures necessary to ensure such compliance.
- (e) The Applicant shall ensure that all of his or her employees and contractors have the training 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.
- (f) 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.

PART II – RETENTION PROGRAM

2.1 Retention

- a) WEG, in its sole discretion, may require horses to be placed in a retention area for a disclosed period of time prior to races in any added money and/or overnight race(s).
- b) The period of time any such horse is detained in the retention area is at the sole and absolute discretion of WEG and may vary from time to time.
- c) If horses are required by WEG to be placed in the retention area, notification of such requirement will be set out on the overnight sheet as distributed by the Race Office.
- d) It shall be the responsibility of the trainer to have the horses under his or her care, which are programmed to Race, signed into the retention area at the time prescribed by the Racing Secretary.
- e) The retention area will have restricted access and will be monitored by security at all times when any horse or horses are stabled in the retention area.
- f) Responsibility for the Applicant's horse while stabled in the retention area shall remain solely with the Applicant. In no event shall WEG assume any responsibility or liability for the Applicant's horse.
- g) All horses must wear halters while in a stall in the retention area.
- h) Horses reported late to the retention area may be scratched by the ORC Official in charge.
- i) If required, all horses will be transferred to the paddock in a convoy with a Security Officer and an ORC Official may assist. The groom or trainer is not permitted to ride in the trailer with the horse unless it is a pre-arranged carrier with the Security Officer who is acting as escort and who is present inside the trailer.
- j) Horses in the retention barn and horses arriving at the retention barn will not be permitted to leave the retention area once they have been checked in by a Security Officer.
- k) All horses entering the retention barn must have their time of arrival registered by a Security Officer and their identification confirmed. The racing department will supply security with a Standardbred Canada identification list.
- l) While in the retention area, no horses shall be parenterally or orally treated or medicated.
- m) No electrolytes, transpirators or other breathing apparatus will be permitted in the retention area. Any horse that is found to be parenterally or orally treated while in the retention area will be scratched by the ORC Official in charge.
- n) At the time of declaration the trainer must declare a maximum of three licensed people who may have access to the retention barn. They must be either the owner, trainer, or groom of the horse named on the declaration. Only these three persons listed by the trainer will be permitted access to the retention barn. All declared persons entering the retention barn must be signed in by a Security Officer and must show their valid ORC License with a valid and up-to-date Stable Area Access Sticker affixed to the back of it. All persons leaving the retention barn must be signed out by the Security Officer. Feed people are not the responsibility of WEG.

- o) If a veterinarian is required to attend to a sick or injured horse, Security Officers will contact the Official Veterinarian. In the event of an emergency, and where the Official Veterinarian is not available, a resident veterinarian may be called. Security Officers will keep the horse and veterinarian under constant view and detailed notes are to be taken regarding the observation of any treatment given to the horse. Veterinarians are required to fill out veterinarian reports and sign upon completion of any treatment or medication given. Any horse in retention that is orally treated or medicated by a veterinarian will be scratched by the Authorized Racing Official in charge.
- p) Horses in the retention area are permitted to be walked in a designated area. This area will be monitored by Security Officers. Horses will not be permitted to leave the designated area. Horses requiring a blacksmith will be escorted by Security Officers who will keep the horse under constant view. Horses that require access to the main track for jogging must pre-arrange this access with the Security Officer in charge in the retention area. Horses in retention at Mohawk Racetrack are not permitted access to the training track.
- q) Natural feed (oats, sweet feed, pellets, hay and hay cubes) and water will be allowed in the retention area. NO human food or drink of any kind is permitted in the Retention area. Molasses is NOT allowed. Carrots are allowed. For further clarification on specific items, please contact WEG Security prior to Retention.

The Official Veterinarian:
Dr. J. McCall
Mobile: (905)-875-7199

FORMS AND AGREEMENTS

WOODBINE ENTERTAINMENT GROUP
APPLICATION FOR ACCESS RIGHTS
STANDARD BRED

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 license (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 Track Rules of WEG as amended from time to time on approval by the Ontario Racing Commission (ORC)

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 increases 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 damages 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 training or racing;
- (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 having been provided with a copy of the Track Rules of WEG and acknowledge that compliance with those Track Rules, as amended from time to time, is a condition of my continued access to WEG premises.

WEG's Purse Distribution and Race Scheduling Covenants

Without in any way limiting any of the above acknowledgements, I acknowledge and accept WEG's covenants in respect of (A) purse distributions set out in Section 1.4 of the Track Rules, and (B) race scheduling set out in Section 1.5 of the Track Rules.

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 "Releases") 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 Releases for damages, contribution or indemnity.

For the same consideration, I further undertake and agree to indemnify and hold harmless WEG and the other Releases 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 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 L

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 TRACK RULES OF WEG. IT IS THE RESPONSIBILITY OF THE PERSON WHO HAS INVITED SUCH GUEST TO MAKE SUCH GUEST AWARE OF SUCH TRACK RULES AND TO ENSURE THE GUEST COMPLIES WITH THOSE TRACK RULES.

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

FOR 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

REVISED VERSION 12/12/13

PACER

MONTH DAY MONTHDAY

P.P.

MODIFIED
SULKY

FOR OFFICE USE ONLY

FREE
LEGGED

OFFICIAL ENTRY BLANK

Date of Race

**WOODBINE-
MOHAWK
RACETRACK**

Condition No.

LASIX

FIRST TIME ON

FIRST TIME OFF

Horse _____ Age _____ Sex _____

Driver _____ Trainer _____

Owner _____ Phone No. _____

The undersigned Applicant hereby enters the horse specified on this sheet in the above Race and the Applicant acknowledges having read all of the Track Rules of Woodbine Entertainment Group ("Track Rules") and having been issued a valid and up-to-date Stable Area Access Sticker and consents to all terms and conditions outlined in the Track Rules executed by the Owner, Authorized Agent, or undersigned prior to signing this Entry.

BASIC CLAIMING PRICE

\$ _____ SIGNED _____ OWNER OR AGENT

IMPORTANT

PLEASE READ THE TRACK RULES OF WEG AND THE CONDITIONS ON THIS FORM BEFORE SIGNING. THEY ESTABLISH THE TERMS AND CONDITIONS OF THE PRIVILEGES GRANTED BY WEG.

P.P.

MONTH

DAY

MONTHDAY

TROTTER

FOR OFFICE USE ONLY

OFFICIAL ENTRY BLANK

Date of Race

Condition No.

**WOODBINE-
MOHAWK
RACETRACK**

LASIX

FIRST TIME ON

FIRST TIME OFF

Horse

Age _____ Sex _____

Driver _____

Trainer

Owner _____

Phone No. _____