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Consolidated Standardbred Rules and Regulations

Application of Rules. These Rules and Regulations 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 Rules and Regulations without notice, at any time and from time to time, 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 Rules and Regulations 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 Rules and Regulations.

Breach of the Rules.

- (A) A BREACH OF ANY OF THE RULES AND REGULATIONS OR POLICIES OF WEG MAY RESULT IN 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 RULES AND REGULATIONS OR POLICIES OF WEG HAS BEEN COMMITTED MUST IMMEDIATELY REPORT SUCH BREACH TO A SECURITY OFFICER, STABLE AREA SUPERINTENDENT, TRACK SUPERINTENDENT, STAFF SERGEANT OR ANY OTHER EMPLOYEE OF WEG.

RULES AND REGULATIONS

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 7.1 of these Rules and Regulations.
- (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 Rules and Regulations 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) WEG reserves the right to reject any stabling or dormitory application, without any reason or cause existing or being stated or given.
- (d) 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.
- (e) 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 Licence 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 Rule and Regulation 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.
- (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 in any stall or shedrow or any portion of a barn is strictly prohibited. Any person who violates this Rule will be dealt with as follows:
 - (i) First Offence: \$50 Fine.
 - (ii) Second Offence: \$200 Fine and one week suspension from the Premises.
\$150 Fine and one week suspension from the Premises for Grooms.
 - (iii) Third Offence: Suspended indefinitely from the Premises.

Smoking is not permitted in the Paddock. For the purposes of this Rule, the Paddock includes the cafeteria, drivers' change rooms and offices within the Paddock. Any person who violates this Rule will be dealt with as follows:

- (a) First Offence: \$50.00
- (b) Second Offence: \$300.00
- (c) Third Offence: \$500.00 or one week suspension from the Premises.

There are no provisions for warnings. All fines shall be paid to WEG, or as designated by WEG.

- (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.
- (l) Mechanical walkers are not permitted 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 host fees earned by WEG on the sale of 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 host fees 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.asp?SEC=STBD>, 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, 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) Inspection. WEG reserves the right to inspect at any time all dormitory rooms, stalls, vehicles and/or tack rooms without notice and without cause.
- (c) Parking. Owners of vehicles parked in unauthorized areas or otherwise improperly parked are subject to a fine and/or they may be suspended from the use of 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; except that WEG will not charge or authorize any fee in respect of: (A) stall rentals; (B) retention barn trucking; or (C) 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 Rules and Regulations. Any action taken by WEG to implement or enforce these Rules and Regulations, 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 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 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 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 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 licence 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 Licence with the Stable Area Access Sticker affixed on the back of it, or the Stable Area Access Sticker or the ORC 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) Any vehicles either entering or departing from the Stable Area may be subjected to a vehicle search by either an ORC official or a Security Officer or other employee of WEG or their designate.
- (c) Persons wishing to enter the Stable Area shall produce a valid Stable Area Access Sticker or other credentials satisfactory to the Security Officer.
- (d) 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.
- (e) 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. Persons who fail to operate motor vehicles in a responsible manner may be prohibited from driving in the Stable Area and/or may be suspended 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 licenced 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 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 Rules and Regulations 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.
- (e) Mobile homes and other recreational vehicles are not permitted in the Stable Area.
- (f) Taxi cabs are not permitted in the Stable Area during racing and training hours.

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 in writing 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) Feed buckets shall only be emptied in the manure containers provided and shall not be dumped into catch basins or gutters.
- (c) Excess manure from the Stables must be placed in the appropriate manure bins provided by WEG.
- (d) 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.
- (e) The area around the straw and shavings manure bins must kept clear of excess material at all times.
- (f) All infestations, or suspected infestations, must be immediately reported to the Stabling Superintendent.

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 suspension of privileges.

PART IV – STALL ACCOMMODATION

4.1 General

- (a) The opportunity to use the Stables and to board horses in any of the Stables is granted by WEG, in its sole 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 may be reduced or revoked and terminated by WEG at any time without notice in the sole and absolute discretion of WEG without any reason or cause existing or being stated or given.
- (d) 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.
- (e) An Application for Stabling in the form set out in Form B must be signed by the Applicant before any stalls are occupied.
- (f) Any maintenance problem relating to the Stables or the roadways in the Stable Area must be brought to the attention of either WEG's Maintenance Supervisor or the Stabling Superintendent.
- (g) All horses must wear halters while in a stall overnight.

4.2 Assignment of Stalls

- (a) WEG maintains the sole right and absolute discretion to assign and allocate, 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) An Application and allocation for ship-in stalls must be made at least two (2) days in advance of a Race.
- (c) All allocated stalls must remain occupied on a daily basis
- (d) The number of Races in which an Applicant enters a horse per month must not be less than fifty percent (50%) of the total number of stalls allocated to that Applicant in the month. WEG, in its sole and absolute discretion, reserves the right to alter or amend this method of stall assignment at any time without notice.
- (e) Applicants requesting and/or occupying stalls must be in good standing with WEG, and must hold a valid and up-to-date Stable Area Access Sticker for the current year.

4.3 Substitution and Deletion of Horses

Any and all substitutions for horses stabled in the Backstretch Area must be approved in writing by WEG prior to the date of shipping.

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 in writing 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, either 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. 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 maintenance 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) Double stalls must be approved by the Stabling Superintendent.
- (e) The Applicant shall be responsible for all damage to the Stall Accommodation allotted to him, excepting always normal wear and tear, 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.

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 Rules and Regulations, 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

Applicants shall list their employees with either the Stabling Superintendent or the Security Officer. Upon any change in employment, both Applicant and employee concerned shall notify the Stabling Superintendent and the relevant Security Officer 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 peat moss, shavings or other alternative bedding materials in the stalls allotted without obtaining prior written permission from the Stabling Superintendent.

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 that requires the use of straw and shavings only.
- (b) Removal charges for shavings manure shall be the sole responsibility of the Applicant. WEG shall charge the Applicant for removal of shavings 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 shavings manure. The Applicant will be responsible for the cleaning of their stalls and for placing all shavings manure in such disposal bins.

PART V – DORMITORIES

5.1 General

Residents will indemnify WEG, and its directors, officers, employees and agents against any loss, damage or injury sustained or suffered by the Resident, however caused, while occupying the Premises.

5.2 Age Restriction

All Residents must be at least 18 years of age. Proof of age must be supplied upon request.

5.3 Assignment of Accommodation

- (a) Grooms who do not own horses will be given first priority for accommodation in the dormitories of WEG. The dormitories are restricted to Grooms only.
- (b) If space permits, Grooms also owning horse(s), will be permitted occupancy.
- (c) Rooms will be rented on a first come, first serve basis.
- (d) Rooms are assigned on the basis of double occupancy.

5.4 Deposit and Rent

- (a) A completed and signed Dormitory Application in the form set out in Form D, an Access Rights Sticker and a valid ORC licence. A \$100.00 deposit paid to WEG, and two week's rent are required before occupancy of any room in the dormitory.
- (b) Rents are to be paid in advance on or before Friday of each week. Rents are to be paid in cash by the Residents or by cheque issued by his or her employer or agent. Rental arrears will result in the loss of the room.

5.5 Subletting, Room Changes & Roommates

Subletting is strictly prohibited. Room changes and roommates must be authorized by the Dorm Custodian.

5.6 Cleanliness and Maintenance

- (a) Each Resident is responsible to maintain his/her assigned room in a neat and tidy condition at all times. Room inspections will be conducted on a random basis. Any rooms determined by the Dorm Custodian, in his/her sole discretion, to be in an unsatisfactory condition will result in the loss of the room and eviction.
- (b) All garbage is to be put in the parking lot bins, and must not be left anywhere else in the Dormitory or on the premises, including the hallways of the dormitories. Littering in any part of the dormitories or on the lawns and parking lot areas is strictly prohibited.
- (c) Defacement or abuse of any common areas of the dormitories, or any part of the Premises, is strictly prohibited and will result in loss of the room and eviction within forty-eight (48) hours of receipt of written notice and may result in civil action or criminal charges against the offending Resident. Fire Alarm systems must not be tampered with.

- (d) The Resident is responsible for the condition of his/her assigned room. Any damages incurred will be charged to the Resident. Deposit will only be returned to the Resident when the room has been checked and found in a satisfactory condition and when the key has been returned.
- (e) No shoes, bottles or bicycles are to be left on the balconies.

5.7 Appliances and Amenities

- (a) All appliances are to be approved by the Dorm Custodian.
- (b) Without limitation, the following appliances are strictly prohibited for use in the dormitories: toaster ovens; space heaters; hot plates; metal pots and pans; electric frying pans; and indoor barbeques.
- (c) The following appliances are permitted for use in the dormitories, subject to the approval referred to in section 5.7 (a): microwaves; toasters; crock pots; coffee-makers, kettles and one (1) small bar refrigerator.
- (d) There are two vacuums available for use, they are kept in the Dormitory office. Residents must sign in and out for use of the vacuums.
- (e) Laundry facilities are strictly for Residents use only. Horse linen is strictly prohibited. Violations of this rule will result in loss of room and eviction.

5.8 Guests

Upon arriving and exiting the Dormitory, all visitors must register and sign in with security in the manner outlined in Section 2.8. All guests must vacate the dormitory by 11:00 p.m.

5.9 Change in Employment Status

Residents whose employment has ceased or who have changed employers, must notify the Dorm Custodian and the Stable Area Superintendent within 24 hours of such a change. Residents will be given 7 days to find new employment after termination of previous employment. Being employed in the horse racing industry is a condition of occupancy.

PART VI – CONDITIONS OF RACING

6.1 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.

6.2 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.

6.3 Leading of Horses

The leading of horses is not permitted on the main Racetrack. Leading of horses is allowed on the training track but only before 8:00 a.m. or after 11:00 a.m.

6.4 Track Problems

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

6.5 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 qualify twice and school to the satisfaction of the WEG Official Starter. 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 suspension, the first refund on this 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.

6.6 Driver Eligibility

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

6.7 Entry Fees

- (a) Payments in U.S. funds will be accepted at the current U.S. exchange rate, unless otherwise published by WEG.
- (b) WEG will not accept inadequacies of the postal system as an excuse for late payments.

6.8 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 Rules and Regulations.
- (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 suspension of privileges.

6.9 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 1-1/2 hours 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 Woodbine Racetrack, horses that are enrolled in the EIPH Program, have properly received Lasix, and are occupying the attached lasix stalls at the Woodbine Standardbred Paddock may not be scratched if the horse has not moved into the Paddock as outlined in 6.9(a), and the Applicant may be subject to a fine by the ORC.
- (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.

6.10 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.

6.11 Attire

Helmets must be worn and fastened at all times when on any Racetrack and all training tracks.

6.12 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.

6.13 Mudguards

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

6.14 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.

PART VII – PENALTIES

7.1 Penalties

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

- (i) suspension of privileges;
- (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 Rules and Regulations, 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 all applicants for Stall Accommodation and shall include:

- (i) a trainer or second trainer,
- (ii) an agent/assistant to any Applicant,
- (ii) 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, 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 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.

"Dorm Custodian" means the individual employed or authorized by WEG and responsible for assigning rooms in the Dormitory and supervising the residents and operations of the dormitories.

"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 pole erected at the point approximately 10' nearer the Race starting line than the pole 1/16 of a mile 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.

"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 Licence" means the licence 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.

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

"Rules and Regulations" means the Standardbred Rules and Regulations 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 Rules and Regulations.

"Stabling Superintendent" means the person employed by WEG and designated as the Stabling Superintendent.

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

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

"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.

"Track Superintendent" 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.

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 Rules and Regulations 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 Rules and Regulations.

POLICIES

PART I - POLICIES RESPECTING THE TREATMENT OF HORSES

1.1 Breach of a Policy

WEG, IN ITS SOLE AND ABSOLUTE DISCRETION, MAY DEEM AN APPLICANT TO BE IN BREACH OF ANY OF WEG'S POLICIES AND FURTHER, MAY SUSPEND AN APPLICANT'S PRIVILEGES, WITHHOLD ALL OR A PORTION OF AN APPLICANT'S FEES (OTHER THAN ENTRY FEES) AND/OR EVICT AN APPLICANT FROM THE PREMISES.

1.2 Positive Test Results

- (a) In the event that a horse:
 - (i) produces a TCO₂ blood gas analysis that equals or exceeds the levels specified in Rule 22:38 of the Rules of Racing (a "**Positive TCO₂ Test**"), or
 - (ii) has received a positive test result from an official sample in accordance with, and in violation of, section 235 of the CPMA Regulations for either a Class I or II drug or substance (as determined by ARCI) (a "**Positive Class I or II Test**"),

then the horse will not be allowed to participate in a Race for a period of thirty (30) calendar days following such positive test. Should the horse producing a positive test be claimed, the horse will not be subject to this prohibition.

For purposes of these Policies, a "**Positive Test**" means a Positive TCO₂ Test or a Positive Class I or II Test.

- (b) If the trainer of the horse producing the Positive Test (the "offending trainer") enters or is programmed to Race another horse(s) in a race(s) following the Positive Test, and this is the first Positive Test for the offending trainer, then, until such time as an ORC hearing on the Positive Test has been held and the offending trainer has been dealt with by the ORC, the offending trainer and his or her other horse(s) will be allowed to Race if, and only if, the offending trainer complies with the Retention Program set out in Part III of these Policies. If the violation has not been resolved by the offending trainer and the ORC within 90 days following the Positive Test, then the offending trainer will not be allowed to enter or Race any horse(s) at a Racetrack until the violation has been resolved. All trainer transfers must be approved by the ORC in advance.
- (c) If, following the first Positive Test by an offending trainer, any horse of the offending trainer at any time produces a Positive Test, then the offending trainer shall be automatically suspended from entering any horses in any Races until such time as an ORC hearing on the subsequent Positive Test has been held and the offending trainer has been dealt with by the ORC.
- (d) If a horse produces a Positive Test, while entered or programmed to race at any other racetrack in any jurisdiction, then both the horse and the offending trainer will be subject to the suspensions and/or penalties set out in this Policy as they pertain to racing at a Racetrack.
- (e) In addition to any other penalties, suspensions or restrictions imposed on the offending trainer by WEG hereunder, the offending trainer, having served an ORC suspension as a result of a Positive Test, will be subject to and required to comply with the Retention Program set out in Part III of these Policies for a period of 180 days following the end of the relevant ORC suspension.

- (f) In the event that a horse has received a positive test result from an official sample in accordance with section 235 of the *CPMA Regulations* for a Class III drug or substance (as determined by ARCI), then, until such time as an ORC hearing on the positive test for the Class III drug or substance violation has been held and the offending trainer has been dealt with by the ORC, the offending trainer and his or her other horse(s) will be allowed to Race if, and only if, the offending trainer complies with the Retention Program set out in Part III of these Policies.

1.3 Additional Provisions for and Restrictions on Trainers/Owners

- (a) By entering onto the Premises and/or entering horses into Races, each trainer agrees to accept and does accept full responsibility for the care and custody of all horses for which he or she is the trainer, including for every drug and prohibited substance violation pursuant to the *CPMA Regulations* or the *Rules of Racing*.
- (b) By entering onto the Premises and/or entering horses into Races:
 - (i) each trainer agrees that he or she will not, under any circumstance, act as a program trainer for, or otherwise train, enter any horse in a Race for or act in the capacity of, any other trainer who at that time is not properly licensed by or is under suspension from the ORC; or
 - (ii) each trainer and owner agrees that he or she will not, under any circumstance, employ any other trainer who at that time is not properly licensed by or is under suspension from the ORC, or permit such a trainer to have any role in the care, custody or training of any horses registered to and/or racing under the name of such trainer/owner.

1.4 Enhanced Drug Control

Without limitation to the provisions of sections 1.2 and 1.3 of these Policies, WEG reserves the right, in its sole and absolute discretion, and without notice or cause, to request that the Canadian Pari-Mutuel Agency draw a blood and/or urine sample from any horse for the purpose of having the blood and/or urine sample tested under enhanced Canadian Pari-Mutuel Agency approved protocols for any illegal drug or substance.

1.5 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.

PART II – POLICIES RESPECTING INSURANCE, LIABILITY AND HEALTH AND SAFETY

2.1 Applicability of Part II Policies

In this Part II, the term 'Applicant' shall only refer to those Applicants who are trainers.

2.2 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.

2.3 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), if applicable, and the Regulations under that Act, if applicable, 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 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.

PART III – RETENTION PROGRAM

3.1 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 licenced 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 Licence 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 veterinarian representing the ORC. In the event of an emergency, and where the ORC 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) No food or drink except for natural feed (oats, sweet feed, pellets, hay and hay cubes) and water will be allowed in the retention area. Molasses is not allowed. Carrots are allowed. No human food or drink of any kind is allowed in the retention area.

The ORC track veterinarian:

Dr. J. McCall

Mobile: (905)-875-7199

FORMS AND AGREEMENTS

WOODBINE ENTERTAINMENT GROUP
APPLICATION FOR ACCESS RIGHTS
STANARDBRED

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 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 Rules and Regulations of WEG and acknowledge that compliance with those Rules and Regulations, 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 Rules and Regulations, and (B) race scheduling set out in Section 1.5 of the Rules and Regulations.

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 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

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 10/06/08

WOODBINE ENTERTAINMENT GROUP

APPLICATION FOR STABLING ACCOMMODATION

TRAINER'S NAME _____

MAILING ADDRESS _____

STABLE AREA ACCESS STICKER # _____

Workers Compensation No. _____

TELEPHONE Home _____

Veterinarian: _____

Barn _____

Telephone Office _____

Mobile Phone _____

Mobile Phone _____

I hereby apply for stabling accommodation at _____ Racetrack.

No.	NAME OF HORSE	Color and Sex	Age	Class and Preferred Distance	Date of Last Start	DATE HORSE READY TO RACE	No. Wins Lifetime	NAME OF OWNER (Must correspond with Foal Certificate)
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								
22.								
23.								
24.								
25.								

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

IN CONSIDERATION of being allowed any stabling accommodation on the premises of WOODBINE ENTERTAINMENT GROUP, I AGREE:



1. That I have been provided with and have read and fully understand the Rules and Regulations of Woodbine Entertainment Group.
2. That I am presently in possession of a good and valid Stable Area Access Sticker for the current year and I have signed and agreed to all the terms and conditions connected with the possession of a Stable Area Access Sticker.
3. That I have received and executed an Application for Access Rights (Form A) in favour of Woodbine Entertainment Group and agree to be bound thereby.
4. That this Contract is made with and shall endure to the benefit of Woodbine Entertainment Group.

I, the Applicant herein, confirm that I have read all conditions contained in this Application and fully understand the conditions set out in this Application.

SIGNED _____

For myself, if named as an Owner on the front hereof, and as Authorized Agent for each and every Owner of the horses provided stabling accommodation by Woodbine Entertainment Group as a result of this application.

DATE _____

FOR WEG USE ONLY — WAIVER OF LIABILITY PRESENTED, DISCUSSED, EXECUTED AND DELIVERED	<input type="checkbox"/> YES
	<input type="checkbox"/> NO
— Authorized Agent	<input type="checkbox"/> YES
	<input type="checkbox"/> NO
— If Applicant is an Authorized Agent, has the Applicant completed and presented a fully executed Authorization Agent Form	<input type="checkbox"/> YES
	<input type="checkbox"/> NO
	<input type="checkbox"/> N/A



WOODBINE ENTERTAINMENT GROUP
APPOINTMENT OF AUTHORIZED AGENT STATUS

TO: WOODBINE ENTERTAINMENT GROUP (“WEG”)

The undersigned hereby confirms that:

[please print name of Authorized Agent]

is employed by the undersigned in the capacity of:

[please print occupation]

AND THE UNDERSIGNED HEREBY CONFIRMS THAT THE ABOVE NAMED INDIVIDUAL HAS THE AUTHORITY TO BIND THE UNDERSIGNED AND HAS ABSOLUTE AUTHORITY TO ACT ON THE UNDERSIGNED’S BEHALF IN ALL COMMUNICATIONS AND IN ALL CIRCUMSTANCES WITH WEG INCLUDING, WITHOUT LIMITING THE FOREGOING, THE EXECUTION OF ALL FORMS AND AGREEMENTS BETWEEN WEG AND THE ABOVE NAMED INDIVIDUAL WHICH SAVE AND HOLD WEG HARMLESS FROM ANY DAMAGE THAT MAY BEFALL ANY OF THE UNDERSIGNED’S EMPLOYEES, AGENTS, INVITEES OR HORSES WHILE ON ANY OF WEG’S PREMISES.

Date Signed: _____

Location Signed: _____

1. SIGN HERE if you are an individual owner:

Witness Signature: _____

Your Signature: _____

Witness Name (please print): _____

Your Name (please print): _____

Witness Address: _____

Your Address: _____

Witness Phone Number: _____

Your Phone Number: _____

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: _____

WOODBINE ENTERTAINMENT GROUP DORMITORY APPLICATION

FULL NAME: _____

STABLE AREA ACCESS STICKER #: _____

CURRENT OCCUPATION: _____

CURRENT EMPLOYER: _____

BARN TELEPHONE #: _____

OTHER TELEPHONE # (TRAINING CENTRES, FARMS, ETC.): _____

PERMANENT MAILING ADDRESS: _____

DRIVER'S LICENCE #: _____

PERSONS TO NOTIFY IN CASE OF EMERGENCY: _____

RELATIONSHIP: _____ TELEPHONE: _____

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

I am currently in possession of a valid and up-to-date Stable Area Access Sticker and have signed all the terms and conditions connected with the possession and issuance of a Stable Area Access Sticker. I understand that the dormitory is living accommodation which is located at and forms part of the Racetrack. I agree that my occupancy of accommodation within a room in the dormitory is conditional upon me (i) continuing to be employed to perform services as a Groom within the horse racing industry and (ii) complying with the Rules and Regulations of WEG. I have read and agree to abide by the Rules and Regulations of WEG as described therein.

APPLICANT'S SIGNATURE

I certify that the above person is gainfully employed by: _____

Trainer's name (Please Print)

Signature of Trainer

Telephone Number

FOR WEG USE ONLY:	DATE: _____		
	DORMITORY ALLOCATED: _____		
	ROOM # ALLOCATED: _____		
	VERIFIED BY: _____		
	DEPOSIT RECEIVED	<input type="checkbox"/>	YES
		<input type="checkbox"/>	NO
	FIRST WEEK'S RENT RECEIVED:	<input type="checkbox"/>	YES
		<input type="checkbox"/>	NO
	PROOF OF AGE PROVIDED:	<input type="checkbox"/>	YES
		<input type="checkbox"/>	NO

PACER

MONTH DAY MONTH DAY

P.P.

MODIFIED
SULKY

FOR OFFICE USE ONLY

FREE
LEGGED

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. _____

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

BASIC CLAIMING PRICE

\$ _____ SIGNED _____

OWNER OR AGENT

IMPORTANT

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



TROTTER	MONTH	DAY	MONTH	DAY	P.P.	MODIFIED SULKY	
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. _____

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

BASIC CLAIMING PRICE

\$ _____ SIGNED _____

OWNER OR AGENT

IMPORTANT

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