



STALL APPLICATION 2024 MEET

5/20/24 THROUGH 10/24/24
RETURN BY 3/29/24

Email ALL FORMS online contained within the
2024 Live Racing Application Packet to:
Matthew.Ennis@pidowns.com

CURRENT PAST PERFORMANCES MUST ACCOMPANY THIS APPLICATION						
NAME OF HORSE (PLEASE PRINT)	(✓) PA BRED	SEX	AGE	ALLOWANCE OR CLAIMING PRICE	(✓) If Maiden	Last DATE
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

All trainers shall carry compensation insurance covering all of their employees. This paragraph is intended to include all individuals employed by trainers in the training and racing of horses. All concessionaries shall carry compensation insurance covering all their employees. A certificate of workmen's compensation for all trainers must be on file with Pennsylvania Horse Racing Commission.

All OWNERS must be licensed before their horses can start. Owner's name and permanent address must be included with each horse listed on this application.

The Applicant/Trainer must provide with this application to be accepted, and shall maintain at all times, General Liability insurance with coverage no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Applicant/Trainer shall, prior to admission to the PID, LLC d/b/a Presque Isle Downs & Casino (PID) facilities and at any time upon request by PID, furnish a certificate(s) evidencing proof of insurance coverage in accordance with the requirements set forth herein. ALL horses entering the grounds MUST be accompanied by (1) a negative Coggins Test Certificate, IN HAND, issued within the past twelve (12) months, (2) a Health Certificate issued within Five (5) days prior to date of arrival at PID and (3) proof of vaccination against Equine Herpes Virus Type-1 (EHV-1) by a licensed veterinarian a minimum of 14 days and no more than 120 days from arrival. Per HISA rule 2143 all trainers shall maintain required vaccinations and provide verification upon request. The State Veterinarian's Office requires original Coggins Tests ONLY. However, faxed copies that include the lab's name and phone number will be accepted as evidence that a horse has a negative test. Coggins papers in the Racing Office will not allow you Stable Gate access. No Exceptions.

Notice: Do not ship to PID, LLC d/b/a Presque Isle Downs & Casino (PID) until notified that your stall application has been approved and stalls allotted for horses on your application. No substitution of horses without a supplemental application and prior approval from the Stall Allotment Committee.

ALL ANABOLIC STERIOD USE REMAINS BANNED

Application Received

☐ ACCEPTED ☐ REJECTED ☐ HOLD

Trainer's Name: _____ Date: _____

EMAIL: _____

Cell Phone: _____

Mailing Address: _____

Signature Acknowledging Entire Application: _____

DATE NOTIFIED

& POLICIES REGULATIONS

By executing this application for the revocable grant of stall space by PID, LLC d/b/a Presque Isle Downs & Casino ("PID") and/or accepting a grant of stall space, the undersigned applicant agrees, on behalf of himself/herself, and as agent for each of their Owner(s) listed on the reverse side hereof, as follows:

1. Training at PID will be allowed only at such times, if any, and only in accordance with any instructions and directions regarding training activities as may be determined by PID. Applications for stall allocations are received only with the understanding that PID reserves the right to refuse, cancel or revoke any stall application or the transfer thereof for any reason and without notice to Trainer. Incomplete applications or unsigned applications will be rejected.
2. In connection with this application, applicant agrees and consents to PID and/or its agents making an investigation of applicant, whereby information may be requested from third parties as to character, general reputation as relevant to the integrity of racing.
3. Positively NO DOGS or other animals are permitted on the grounds.
4. No bedding other than straw is permitted.
5. No yardings are permitted on the grounds at any time.
6. NO SMOKING in shedrow. This includes all Tack Rooms, Feed Sheds and Stall Areas. Violators will be subject to a fine and may be ejected from the premises.
7. Firearms are absolutely prohibited on the premises at all times.
8. Cooking and heating appliances of any kind, including coffee pots, microwaves and heating lamps, are not permitted on the premises.
9. No sleeping or cooking in Tack Rooms is permitted.
10. Owners and Trainers are advised that unless delinquent Jocks mounts are satisfied, Foal Papers will not be released.
11. PID will not be responsible for Foal Papers left in the Racing Office at the close of the meet.
12. Only the Trainer or an authorized agent will be allowed to sign out Foal Papers from its file.
13. Once a race has been chosen, no entries will be pulled. No entries will be taken or pulled once entries have been closed - regardless of the size of the field. This rule will be strictly enforced. There will be no exceptions.
14. The applicant agrees to abide by the rules and regulations of the Pennsylvania State Horse Racing Commission, PID, and the agreement between the trainer and the organization representing the majority of the owners and trainers at said facility and to accept the decision of the Stewards as final on matters pertaining to racing, except as appeals permitted under specific rules of the said Racing Commission.
15. The Pennsylvania State Horse Racing Commission ("PSHRC") requires all owners and trainers to be licensed before they can start a horse.
16. PID reserves the right to cancel any race, without notice, at any time prior to the actual running thereof, without liability, except for the return of fees paid. Nominations or the making of any entry to any of the Races is received with the understanding that PID reserves the right to refuse, cancel or revoke any nomination or entry or the transfer thereof for any reason and without notice.
17. The Laws of Pennsylvania require all persons under 18 years of age must possess working papers (Birth Certificate must be produced to secure such working papers). Pennsylvania Rules of Racing requires "no application for a license will be considered for or granted to a person under 16 years of age." Persons between the ages of 16 and 18 years cannot work for more than 40 hours in any one week or start to work before 6:00am.
18. All jockeys, trainers and exercise personnel are required to wear riding boots, safety helmets, and safety vests while riding or exercising.
19. All slip-in stalls will be approved and assigned by horse only, and not by Owner or Trainer.
20. All horses, including ponies, entering the grounds must be accompanied by (1) a negative Coggins test Certificate, in hand, issued within the past twelve (12) months (2) a Health Certificate issued within five (5) days prior to date of arrival at Presque Isle Downs and (3) proof of vaccination against Equine Herpes Virus Type-1 (EHV-1) by a licensed veterinarian a minimum of 14 days and no more than 120 days from arrival. Per HISA rule 2143 all trainers shall maintain required vaccinations and provide verification upon request. The State Veterinarian's Office requires original Coggins Tests ONLY. However, faxed copies that include the lab's name and phone number will be accepted as evidence that a horse has a negative test. Coggins papers in the Racing Office will not allow you Stable Gate Access. No Exceptions.
21. Microchips and Digital Tattoos:
 - All foals of 2017 and forward must be microchipped. Once microchipped, THPB identifiers will come to your barn, scan the microchip, and pull up pictures in all media, radio or television programs, without payment except for those contributions to horseman's purses as agreed in the applicable Live Racing Agreement with the horseman's representative group. The Trainer on behalf of himself/herself, his owners and his and their employees and agents, agrees that he/she has not and will not take any action which would cause an assignment or other transfer of any of the rights contemplated herein, or assert any claim, demand, or cause of action against PID, which is inconsistent with the full and exclusive ownership of PID.

digital papers to verify markings prior to the horse being able to race. The identifier will also take a series of photographs of every horse. The identification fee remains \$80.

- If you have an older horse (foals of 2016 and older) that is not tattooed and does not have a Jockey Club issued microchip inserted, please make arrangements to be microchipped. Your horse will not be able to race until it is microchipped and identified by a THPB identifier. You must contact the Jockey Club (800) 444-8521 to obtain a microchip.
22. Horsemen will be allotted stalls for horses with the understanding that the horses are ready to run. PID reserves the right to ask horsemen to leave the property after a period of inactivity, if they do not enter their horses in races that are available.
 23. Prior approval must be obtained from the Stall Superintendent or Racing Secretary for any trainer requesting additional stall space for any horses purchased through private sales, claims or trainer transfers. This must be done before, and NOT after, to receive any consideration.
 24. All applicants will cooperate with the Stall Superintendent and/or Racing Secretary in the moving of horses for consolidation purposes of the backside in order to utilize the stabling facilities to the fullest extent.
 25. Each Trainer shall register with the Racing Secretary all horses in trainer's charge giving the name, age, sex, breeding and ownership of each. Any horse stabled on the grounds of the association without having been so registered, or occupying a stall not assigned to trainer, unless by special permission, will be cause for disciplinary action.
 26. Foal Papers for all horses stabled on grounds must be registered with the Racing Secretary.
 27. In the event any horse under Trainer's care enters PID grounds and is not registered with HISA for any reason, including, without limitation, that the horse is not required to be registered under HISA's rules because it has not yet had its first official timed and reported work, Trainer shall promptly, but in all cases within twenty-four (24) hours of such horse entering PID grounds, voluntarily register any such horse with HISA.
 28. At the discretion of the Stewards or the Racing Association, and without notice, the entries of any person or transfer of any horse may be refused.
 29. PID reserves the right to refuse any entry based upon poor performance.
 30. Any horse that has not raced in 30 months since its last start shall be considered unsound to race, work, or train at PID, unless approved in advance by the CDI Equine Medical Director.
 31. Any horse treated with extracorporeal shockwave therapy, radial pulse therapy, or similar treatments shall not race or work for a minimum of thirty (30) days following such treatment.
 32. Owners and Trainers will be held responsible for the conduct of their employees while on the premises. All trainers and their employees must be fingerprinted and shall at all times have their picture ID Badges visibly displayed in all areas, including while in the Test Barn. Failure to comply shall result in a hearing with potential of fine and suspension.
 33. It is hereby agreed that PID, LLC d/b/a Presque Isle Downs & Casino (PID) and/or its parent companies, shall NOT be liable for, and that the owner and/or lessees of the horse will indemnify and hold harmless PID and/or its parent companies against all responsibility, liability or claim of injury or damage to any person, horse or other property of the undersigned, or of any other person or his or their agents, employees or associates caused by the horse, or agent of the employees of the undersigned, or by any other person, including employees, agents of PID whether by negligence or otherwise, on the premises of Presque Isle Downs & Casino.
 34. A Certificate of Compliance with Rule 165.155 issued by an insurance company authorized to do business in the State of Pennsylvania must be on file with the Pennsylvania Horse Racing Commission.
 35. All trainers shall carry compensation insurance covering all of their employees. This paragraph is intended to include all individuals employed by trainers in the training and racing of horses. All concessionaires shall carry compensation insurance covering all of their employees. A Certificate of Workman's Compensation Insurance must be on file with the PSHRC office if stalls are allotted. With respect to any claim brought against PID, LLC d/b/a Presque Isle Downs & Casino (PID) by an employee of PID or its Owner(s): Trainer for himself/herself, and its Owner(s) hereby expressly agrees to waive any provision of the Workers Compensation Act which would otherwise prevent Trainers or Owners inclusion as an additional defendant, or avoid liability for any claim of injury or death brought by Trainer or Owner's Employees, heirs or assigns against PID. Trainer for himself/herself and Owner(s) hereby expressly undertake to indemnify PID by written contract in accordance with Section 303(b) of the Workers Compensation Act.
 36. All common areas and shedrows to the middle of roads will be subject to inspection by management or Stall Superintendent. All areas are to be kept and cleaned.

37. The applicant agrees to abide by the Eligibility Rules of PID and the Pennsylvania Horse Racing Reform Act of, as amended, and the rules and regulations there under.

38. Eligibility Rule: Any horse which has not finished first, second, third or fourth within its last eight (8) starts since starting for a claiming price of \$5,000 or less, and any maiden which has not finished second, third or fourth within its last ten (10) starts since starting for a claiming price of \$5,000 or less, will not be eligible to be entered or stabled at PID (Trainers are responsible for knowing their horse's eligibility.) Any horse ineligible under this rule must be removed from the grounds within forty-eight (48) hours. Trainers are responsible to notify the Racing Office if said horse becomes re-eligible at another racetrack. The trainer has fourteen (14) days from the day a horse becomes ineligible to replace the horse, otherwise, the stall will be reallocated. Ineligible horses are denied all privileges of the grounds including Workouts. Those in violation will be fined and suffer immediate reduction of stalls, and will be subject to Suspension by the Board of Stewards and Exclusion by management.
39. Eligibility, penalties and allowances of weights for all races, along with preference to the highest earners, will be determined after considering the reports, records and statistics published by Equibase and other racing statistical publications, but responsibility for weight carried and eligibility remains with the owner and trainer as prescribed by the Rules of Racing.
40. Trainers are responsible for notifying the clocker when working a horse. The clocker must be notified of the distance which the horse will work and the correct spelling of the horse's name. The clocker's telephone extension number during training hours is 860-8980. DO NOT call the Clocker for times.
41. All first time starters must have a minimum of three (3) satisfactory published workouts, one being within the last thirty (30) days, and be approved from the starting gate. An O.K. Card from the Starter must be on file in the Racing Secretary's Office before an entry is accepted. Any horse which has not raced for a period of thirty (30) days or more is ineligible to race until it shows one (1) published workout.
42. All horses arriving in the Paddock with non-racing bandages must go directly to their stall after being identified, all such bandages must be removed. All violators will be subject to a fine.
43. HISA Rule 2276 and any published exceptions to this rule regarding acceptable horseshoes shall be enforced for both racing and training.
44. All changes in trainers must be reported to the Pennsylvania State Horse Racing Commission and the Racing Secretary immediately along with the owner's and previous trainer's authorization.
45. When a race is in dispute, both the horse that finished first and any other horse involved in the dispute are subject to all penalties attached to the winner of the race until the matter is decided.
46. PID may televise or authorize the televising of horse racing and to conduct pari-mutuel wagering thereon pursuant to sections 216.216a, 218a and 234 of the Pennsylvania Race Horse Industry Reform Act of, as amended, and the rules and regulations there under as well as the Interstate Horse Racing Act of 1976, as amended.
47. If any applicant has in its charge any horse whose name appears on any barred list (Veterinarian, Starters, Stewards or any other barred list at that track), such applicant shall report the name of such horses and the fact that he has been so barred to the Racing Secretary at any meet within Pennsylvania at which he proposes to enter such horse to race.
48. PID reserves the right to refuse admittance to, or exclude, anyone whose presence it considers not to be in the best interest of racing including, but not limited to, those with an undesirable character or general fitness such that his/her participation would be inconsistent with the public interest or with the best interests of racing generally, in accordance with the rules and regulations of the Pennsylvania State Horse Racing Commission.
49. PID reserves the right, in its sole discretion, to dedicate stall space to any owner or trainer.
50. The removal of any dead horse is at the expense of PID, LLC and/or the PA HBP.
51. As the organizer, host and sponsor of thoroughbred horse racing at this facility, PID reserves unto itself its agents, assigns and license the sole and exclusive right to produce, exhibit, perform transmit, licenses or sell in any manner still or motion pictures, radio and television broadcasts, or any other media transmission, now known or here after developed of all activities occurring prior to, during and after thoroughbred horse races; the purpose as exclusive right to utilize each race and the results thereof for any purpose as PID shall determine. This grant of rights includes all worldwide copyright in perpetuity and in to each race at PID in which Trainers, Owners and their employees and agents participate. The acceptance of an entry in any race shall mean that the Trainer on behalf of himself/herself, his owners and his and their employees and agents consents to this reservation of right by PID and consents to be photographed or otherwise be subject of still or moving

- pictures in all media, radio or television programs, without payment except for those contributions to horseman's purses as agreed in the applicable Live Racing Agreement with the horseman's representative group. The Trainer on behalf of himself/herself, his owners and his and their employees and agents, agrees that he/she has not and will not take any action which would cause an assignment or other transfer of any of the rights contemplated herein, or assert any claim, demand, or cause of action against PID, which is inconsistent with the full and exclusive ownership of PID.
52. As the organizer, host and sponsor of thoroughbred horse racing the applicant releases PID, and its affiliates, officers, directors, employees, shareholders and consultants from, and waives any and all claims for injury personally suffered by the applicant while galloping/ponying horses on the premises; and assumes the risk, and releases and waives against PID and its affiliates, officers, directors, employees, share- holders and consultants for any and all claims for loss of life, injury or damage to horses owned or under the control of the applicant or the applicant's invitees incurred while on PID's premises, unless such injury, loss or damage is caused by PID's negligence.
53. Applicant is responsible for the conduct of each and every employee and/or any person or persons under his charge or control, or any person, firm or corporation, contracting with the applicant of the premises, and to all persons granted a pass at the applicant's request.
54. Insurance: The Applicant/Trainer shall maintain at all times General Liability insurance with coverage no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Applicant/Trainer shall, prior to admission to the PID, LLC d/b/a Presque Isle Downs & Casino (PID) facilities and at any time upon request by PID, furnish a certificate(s) evidencing proof of insurance coverage in accordance with the requirements set forth herein. Responsibility for the maintenance of appropriate horse mortality or other equine insurance rests with the trainer and/or Owner(s), as the case may be and as agreed between those parties, and PID SHALL HAVE NO OBLIGATION WITH RESPECT TO SUCH INSURANCE. Consultation with a competent insurance advisor is strongly recommended. All horses provided and covered by insurance at all times against injury or loss by the provided and paid for by the owner or trainer. No liability for loss of horse or equipment will be assumed by PID. Failure to maintain adequate insurance may subject Applicant, Trainer and/or Owner(s) to multiple and substantial risks including being excluded from PID's premises. All certificates of insurance shall provide that PID shall receive at least thirty (30) days' advance notice by the insurer of any cancellation or material change in coverage. Owner(s) and Trainer indemnify and hold PID harmless against any claims, liabilities, judgments, or costs (including attorney fees) arising out of the Trainer and/or Owner(s)' failure to obtain insurance as appropriate and as may be required by law.
55. PID reserves the right to terminate this application if it is subsequently notified by any gaming regulatory authority in any state where PID or any of its affiliates does business, that applicant's or any of the applicant's background or association is injurious to the public health, safety, morals, good order and general welfare of the citizens in any state in which PID, and its affiliates does business or who threatens the integrity of gaming, who discredits or tends to discredit the gaming industry or is otherwise undesirable. PID reserves the right to eject any person from its property at any time, in accordance with the rules and regulations of the Racing Commission.
56. Any owner or trainer who directly or indirectly participates in the transport or sale of a horse previously stabled at a CDI property to a slaughter facility, or to an auction that facilitates sales of horses for slaughter, shall permanently forfeit all stalling and racing privileges at any CDI property. PID requires its horsemen to conduct due diligence on those buying horses and encourages them to support rescue and adoption efforts and to find humane ways of dealing with thoroughbred horses unable to continue racing.
57. Equine Injury Database. Churchill Downs Incorporated ("CDI"), ultimate corporate parent of PID, and each of its racetracks has entered into an Equine Injury Database Agreement with The Jockey Club ("TJC") to implement one of TJC's Thoroughbred Safety Committee recommendations regarding tracking of equine injuries occurring at any of its racetrack facilities. Trainer, on behalf of himself and as agent for each Owner listed in this Application, agrees that accurate tracking of equine injuries is an important step toward improving the safety of horse racing and in consideration of participating in stabling, racing, training and related activities PID, hereby gives its consent to the collection of information related to any injury occurring at PID to a horse owned or trained by Trainer and entry of said information into a database maintained by TJC (the "Equine Injury Database") by PID and/or the Pennsylvania State Horse Racing Commission-employed veterinarian (the "Veterinarian") with TJC and its affiliated businesses (including Incompass Solutions, Inc.) (collectively, PID, the Veterinarian, TJC and its affiliated businesses and the owners, stewards, directors, officers, employees and agents of any of the aforementioned

Applicant agrees that, in connection with and as a condition to this application for and/or acceptance of stall space at PID, the shipping in of any horse to PID's facilities and/or entry of any horse in a race run at PID's racetrack, the applicant, trainer and owners will comply with and abide by all terms, provisions and conditions set forth in this agreement, all administrative regulations of the Pennsylvania State Horse Racing Commission, and all rules, conditions and regulations of PID, at any time adopted or as they may be amended. Applicant shall be responsible for obtaining and becoming familiar with such rules and regulations. By signing this application, I hereby certify that I have read and understand and agree to the terms and conditions of this application and agreement including all release provisions. I have provided a copy of this agreement to all owner(s) I now or will represent. No oral representations, statements or inducements apart from this agreement have been made by me.

persons and entities may be referred to as the "Indemnified Parties") with respect to any injury occurring at PID to a horse owned or trained by Trainer. For purposes of this consent, "injury" shall include, but is not limited to, an injury to a horse that is (i) scratched at the recommendation of the examining Veterinarian; (ii) determined to be injured/unsound in distress, or otherwise unfit in the paddock, post-parade, starting gate, during or immediately after the running of a race; (iii) observed to be injured, unsound or in distress in the Deletion Barn, or as a result of a Veterinarian's post-race inspection; (iv) scratched for medical reasons not documented by the Veterinarian (e.g., trainer reports sick, injured, colic, tied-up, fever, etc.); or (v) injured during training or in non-race related events. Trainer, on behalf of himself and as agent for each Owner listed in this application, further agrees to cooperate in the disclosure of such information to the extent that such cooperation is reasonably required and covenants not to sue and, to the maximum extent permitted by applicable law, to indemnify, release and hold harmless the Indemnified Parties from and against any liability, cost, loss, or expense of any kind or nature (including, without limitation, reasonable attorneys' fees) arising from any claim, demand, or action (a) alleging that the data entered into the Equine Injury Database (either directly or indirectly) violates the rights of Applicant or any third party, or (b) relating to any equine injury report run, published or otherwise created by any of the Indemnified Parties (either directly or indirectly).

58. **Safety of Horses:** (1) Each person licensed by the Pennsylvania State Horse Racing Commission ("PSHRC") shall do all that is reasonable and within his/her power and scope of duty to guard against and prevent the administration of any drug, medication or other substance, including permissible medication in excess of the maximum allowable level, to any horse entered or to be entered in an official workout or race, as prohibited by these rules; (2) No licensee or other person under the jurisdiction of the PSHRC shall subject or permit any animal under his/her control, custody or supervision to be subjected to or to incur any form of cruelty, mistreatment, neglect or abuse or abandon, injure, maim or kill or administer any noxious substance to or deprive any animal of necessary care or sustenance, shelter or veterinary care.

59. **Grooms Rent:** If Applicant requests a groom to stay in the PID groom's quarters, Applicant agrees to pay PID rent equal to \$10 per day for each groom. This payment will come directly from the owners/trainers account. No tenants will be self paid.

60. **Trailer Storage:** PID agrees to provide storage trailers at no charge. Applicant acknowledges and agrees that all storage trailers will be completely removed of any belongings by the individuals utilizing the trailer and that any remaining personal belongings will be disposed of by PID with no recourse.

61. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of Pennsylvania. The intent and language hereof may be subject to revision during the term of any applicable horsemen's contract based upon any judicial decision or legislative action.

62. The applicant and its employees will not mutilate or in any way damage the stall or accommodations allotted to the applicant and that the applicant will not make or permit any structural or electrical changes in the stabling accommodations, that the applicant will be responsible for all damages to the stabling accommodations allotted to the applicant while the horse or any of them are stabled herein. The applicant further agrees to keep such stable accommodation in clean and good condition and deposit manure and litter where and in the manner directed by PID.

63. **Environmental Compliance:** As a Concentrated Animal Feeding Operation (CAFO), PID is required to maintain certain written programs and governmental permits. Written programs include the PID Nutrient Management Plan (NMP) and Preparedness, Prevention and Contingency (PPC) Plan which includes manure and mortality management practices. These plans and permits require that all trainers and personnel on the backside stable area comply with PID's best management practices (BMPs) as required. By signing this application, the Applicant acknowledges and agrees that PID will use video surveillance to monitor trainers, employees, other personnel and all activities at PID for compliance with these requirements. Further, the undersigned acknowledges and agrees that stable area is subject to inspections by PID Security and various governmental agencies, in addition, signee agrees to abide by the track facility utilization information package presented with this application form and returned with this stall application. It is the responsibility of all applicants to familiarize themselves with this information prior to the arrival of their horses at PID and shall complete the acknowledgement described therein not later than 3 business days after the arrival of their horses. Applicants shall train their personnel as necessary to implement all rules and regulations included in the information package and otherwise take other actions as needed to assure compliance with track facility utilization requirements. **THERE IS A ZERO TOLERANCE POLICY FOR NON-COMPLIANCE.** Violations are subject to a tiered penalty system, as follows: first offense: \$500 fine; second offense: \$1,000 fine; third offense: revocation of any rights granted pursuant to this Stall Application and prompt removal of all horses, personnel and property from Ellis stable area. The undersigned hereby obligates himself/herself to prompt payment (within 30 days) of all fines.



Track Facility Utilization – Environmental Health & Safety Requirements

Protection of the environment and the health and safety of our employees, guests and visitors is of the utmost importance. Presque Isles Downs (PID) will ensure that its operations comply with its environmental health and safety policies, established health and safety rules and procedures, and applicable federal, state, and local environmental regulations. All facilities are planned, designed, built, maintained and operated to minimize the risk of injuries and property damage while maximizing our environmental stewardship.

As a Concentrated Animal Feeding Operation (CAFO), PID is required to maintain certain written programs and governmental permits. Written programs include the PID Nutrient Management Plan (NMP) and Preparedness, Prevention and Contingency (PPC) Plan which includes manure and mortality management practices.

All PID backside operations shall conform to the following requirements:

Manure Handling:	• Manure and used straw bedding (no woodchips) must be placed into the collection containers or within the confines of the manure barn. Do not dump it on the ground in front of a container or in front of the manure barn. • Do not wash manure down an outdoor storm water basin.
Washing:	▪ Any cleaning or washing must be done in the wash bays. Soaps or detergents can only be used in a wash bay – not outside. ▪ No washing of vehicles or equipment anywhere on the backside. ▪ Wash machines are permitted but must be located in or immediately adjacent to a wash bay (inside a barn) and drain into a wash bay.
Vehicles:	▪ Vehicle maintenance is prohibited anywhere on the backside including but not limited to oil changes, tire changes, engine work, brake work, battery changes, etc. Minor emergency maintenance such as changing a flat tire can be done with approval of Security personnel.

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Trainer's Name: _____ Signature: _____ Date: _____



Presque Isle Downs

Rules and Conditions for Racing and Training ("Conditions")



As a condition to, and in consideration for the undersigned trainer ("Trainer") being permitted to race, work, or train any horse at a Churchill Downs Incorporated ("CDI") Property, including Presque Isle Downs ("PID"), the Trainer and the undersigned Trainer's attending veterinarian ("Attending Veterinarian") hereby agree to be bound by the following Conditions:

1. At all times, a horse must be in serviceable, sound racing condition in order to stable, race, work or train at PID. **In the event any horse under Trainer's care enters PID grounds and is not registered with HISA (for any reason, including, without limitation, that the horse is not required to be registered under HISA's rules because it has not yet had its first official timed and reported work), Trainer shall promptly, but in all cases within twenty-four (24) hours of such horse entering PID grounds, voluntarily register any such horse with HISA.** The Trainer acknowledges that it is his/her obligation to confirm the horse is in serviceable, sound racing condition in order to stable, race, work or train on PID Grounds. The Trainer is obligated to inform the CDI Equine Medical Director or his/her designee of any changes in the horse's fitness or health that would prevent a horse from stabling, racing, working or training at a CDI property, including PID. Any horse that has not raced within 30 months since its last start shall be presumed unsound to stable, race, work, or train at PID unless approved in advance by the CDI Equine Medical Director. Any horse treated with extracorporeal shockwave therapy, radial pulse therapy, or similar treatments shall not race or work for a minimum of thirty (30) days following such treatment.

2. Trainer will not enter in any race a horse that is a four-year old or older first time starter or a previously raced horse that has not raced in the 365 days preceding the date of the selected race UNLESS horse has completed an official work for the Pennsylvania State Horse Racing Commission ("Pennsylvania SHRC") prior to entry. Horses of 8 years of age or older as well as horses that have not raced within the one hundred fifty (150) days but have raced within the three hundred sixty-five (365) days preceding the date of the selected race must have an examination performed by Trainer's Attending Veterinarian to the satisfaction of the CDI Equine Medical Director prior to entry. Based upon this examination, the CDI Equine Medical Director, or his/her designee, may require the horse to work prior to being allowed to enter. If the horse is required to work, it must meet the same requirements as a horse that is working off of the Pennsylvania SHRC's Veterinarian's List.

3. Any horse that finishes more than twelve (12) lengths behind the winner in their last five (5) consecutive starts, will be ineligible to start in a race at PID. Horses deemed ineligible under this rule may reestablish eligibility in another jurisdiction. Due to mitigating circumstances the owner or trainer of a horse deemed ineligible under this rule may be given one additional start to restore eligibility by appealing the ruling to the PID Racing Panel. All appeals must be requested and approved prior to entry. For the purposes of this rule, the Racing Panel shall be the Racing Secretary, a representative of the Horsemen's Group, the presiding State Steward and State Veterinarian, and the CDI Equine Medical Director. Horses granted eligibility under the appeal process will have one start to reestablish eligibility. This rule shall not prohibit the racing association from exercising its right to refuse the entry of any horse that

the racing association deems uncompetitive and or unfit for racing.

4. Trainer will not enter in a race any horse that has raced greater than four (4) times in the last fifty-six (56) days immediately preceding the race.

5. Under no circumstances shall an examination conducted by a veterinarian who has NOT been identified as the Trainer's Attending Veterinarian in compliance with these Conditions constitute a valid examination for purposes of determining a horse's fitness to race, work or train.

6. PID, the CDI Equine Medical Director, and his/her designee are entitled (but not obligated) to contact, without prior notice, Trainer's Attending Veterinarian to confirm that examinations have been conducted pursuant to these Conditions and that any such examination meets PID's requirements. PID, the CDI Equine Medical Director, and his/her designee shall have the right (but not the obligation) to examine and review all records of examinations performed in accordance with these Conditions, and Trainer agrees that PID or the CDI Equine Medical Director may inspect and copy for each's own use, and Trainer shall provide upon request, all documents, electronic or otherwise, containing reports by official racing veterinarians of pre-race examinations, post-race examinations (including without limitation necropsy reports) and/or any records of procedures required by regulatory agencies or under applicable industry safety accreditation organizations of Trainer's horse(s) racing or training at PID.

7. All horses stabled or entered to race at PID, or that are on PID Grounds are subject to: (a) veterinary inspections and requests for veterinary medical records by the CDI Equine Medical Director, or his/her designee and (b) veterinary monitoring. Trainer, Trainer's staff, and Attending Veterinarians will cooperate fully with all requests made by CDI Veterinary Staff and PID Staff.

8. As used herein, the term "Attending Veterinarian" shall include the undersigned veterinarian and any veterinarian who is a member of his/her veterinary practice.

9. If stabled on PID Grounds, both Trainer and the Attending Veterinarian will abide by all rules and regulations of PID, including, without limitation, House Rules (including those relating to equine welfare and integrity), or other rules (including, without limitation, all rules set forth in PID's Condition Book, Stall Application, the Rules of the Barn Area, and the Rules of the Track), all of which are hereby expressly incorporated by reference herein. Trainer and Attending Veterinarian shall be responsible for obtaining and becoming familiar with such rules and regulations.

10. All Pennsylvania SHRC licensees, including but not limited to PID owners, trainers, jockeys, and grooms ("licensees"), participating in stabling, racing, training, and related activities at PID recognize that hazards and risks inherent in such activities may cause the injury or death of horses. Therefore, in consideration of participating in stabling, racing, training, and related activities at CDI properties, all licensees assume the risks of, and release, hold harmless and covenant not to sue all other licensees so participating for: (i) Ordinary negligence which causes or contributes to loss, loss of use, injury or damage to horses while on the premises of aforementioned CDI properties; and (ii) Ordinary negligence which causes or contributes to personal

injury or property damage, including but not limited to loss, loss of use, injury or damage to horses arising from the use of grass fields or gallops owned or controlled by CDI properties, whether arising from alleged acts or omissions of a licensee and its agents or employees, the condition of the premises of aforementioned CDI properties or any other cause. Except as provided above, all licensees participating in racing, training, and related activities at CDI properties shall be responsible for their own acts and omissions and those of their agents and employees to the same extent as provided by law. The foregoing provisions shall be construed in a manner consistent with the limitations set forth herein to be as broad and inclusive as permitted by the laws of the State of Pennsylvania and the Pennsylvania SHRC's regulations and shall be binding upon Trainer, its successors and/or assignees. The maintenance by PID of insurance shall not affect the terms or interpretation of this Agreement. For purposes of this Agreement, PID shall mean and include each's officers, directors, agents, employees, contractors, servants and licensees. In the event of any inconsistency between these provisions and the Pennsylvania SHRC's regulations, the Pennsylvania SHRC's regulations shall control. Further, these provisions shall be deemed to be amended to the extent of, and to be in compliance with, any amendment to the Pennsylvania SHRC's regulations.

11. Both Trainer and Attending Veterinarian will abide by all rules and regulations of the Pennsylvania SHRC and the Horseracing Integrity and Safety Authority ("HISA") at any time expressly incorporated by reference herein, and the rules and regulations of the Pennsylvania SHRC or HISA, at any time adopted or as they may be amended (collectively, "SHRC or HISA Regulations"). Trainer and Attending Veterinarian shall be responsible for obtaining and becoming familiar with such rules and regulations.

12. Any failure by PID to enforce any terms or conditions of this Agreement shall not constitute a waiver by PID and shall not affect or impair this Agreement in any way, or the right of CDI at any time to enforce this Agreement.

13. PID's approval or consent to any action proposed by Trainer or Attending Veterinarian shall not affect Trainer or Attending Veterinarian's obligation to strictly comply with this Agreement.

14. Both Trainer and the Attending Veterinarian understand and acknowledge that these Conditions shall be in effect annually commencing on the date of the opening of the PID stable area prior to the PID Race Meet (or any successor meet therefor) each year and continuing through the conclusion of the stabling period following the PID Race Meet (or any successor meet therefor). For Trainers that have horse(s) on PID Grounds, these Conditions shall be in effect from earliest date noted above and for so long as Trainer has horse(s) on PID Grounds.

By signing below, Trainer acknowledges and agrees that Trainer (a) has read and fully understands the Conditions and agrees to be bound by them, (b) will consult with Trainer's Attending Veterinarian and the CDI Equine Medical Director if Trainer has any questions regarding such Conditions, and (c) will fully comply with the Conditions.

By signing below, the Attending Veterinarian acknowledges and agrees that he/she (a) is the Attending Veterinarian for the undersigned Trainer, (b) has read and fully understands the above Conditions and agrees to be bound by them, (c) will consult with the CDI Equine Medical Director if he/she has any questions regarding such Conditions, and (d) will comply fully with the Conditions.

Any change in the party that will be acting as the Trainer's Attending Veterinarian requires Trainer and the new Attending Veterinarian to submit a fully executed copy of these Conditions to CDI Equine Medical Director.

I have read and agree to the foregoing Conditions as of the date set forth below.

Trainer
Signature: _____
Name: _____
Phone: _____
Email: _____
Date: _____

Attending Veterinarian
Signature: _____
Name: _____
Phone: _____
Email: _____
Date: _____



Date: March 27, 2024

To: All Horsemen

From: Matthew Ennis, Senior Director of Operations
Allan Plever, Racing Secretary
William Farmer DVM, CDI Equine Medical Director

Re: 2024 Requirements for entry of horses into stable areas

In an effort to control the spread of communicable equine diseases, the following conditions must be met before any horse will be permitted to enter the Presque Isle Downs stable area:

All horses, including lead ponies, seeking entrance to the stable area shall be accompanied by a current negative EIA Test (aka Coggins) dated within 12 months and listed on a Certificate of Veterinary Inspection (CVI) with the examination and issuance of the certificate being signed and dated by a licensed veterinarian within five (5) days prior to arrival.

Vaccination Requirements

Each horse entering the backside must be vaccinated against Equine Herpes Virus Type 1 (EHV-1) by, or under supervision of, a licensed veterinarian a minimum of **14 days and no more than 180 days prior** to entering the stable area. Once a horse receives the initial EHV-1 vaccination, revaccination should occur every 120 days. Please note the minimum 14-day requirement applies only to horses that have not been vaccinated for EHV-1 during the preceding 120 days.

Additionally, **HISA Regulation 2143** has established requirements for mandatory tests and vaccines necessary to both enter the backside and race. In order to be eligible to race under HISA regulations, these requirements must be met. To ensure your horse can race, please make sure your horse has the following vaccines and tests up-to-date:

- Negative Coggins Test (within prior 12 months)
- Encephalitides (Eastern, Western, and West Nile) Vaccine (within prior 12 months)
- Rabies Vaccine (within prior 12 months)
- Tetanus Vaccine (within prior 12 months)
- Influenza Vaccine (within prior 180 days or sooner)
- Rhinopneumonitis Vaccine (within prior 180 days or sooner)

Equine Herpes and Strangles are contagious equine diseases that continue to be a concern in the United States. The foregoing requirements have been established to safeguard all horses stabled, training, and racing at Presque Isle Downs.

In addition to the requirements stated above, Presque Isle Downs asks that horsemen maintain a temperature chart on each horse and that they report immediately to their veterinarian and track officials any temperature 1.5 degrees above the animal's normal at-rest temperature.

Health Requirements for horses entering the grounds are subject to change without advance notice. Presque Isle Downs reserves the right to request proof of vaccination records.

Your ongoing cooperation is appreciated.

Trainer's Name: _____ Signature: _____ Date: _____

EQUINE SAFETY INITIATIVES

There have been several equine safety initiatives that have been implemented at Presque Isle Downs. Below are the changes and how they affect you.

- 1. RULES AND CONDITIONS FOR RACING AND TRAINING AGREEMENT:**
This must be signed and submitted to the Stable Office upon arrival. This agreement will cover Presque Isle Downs and will be in effect until the end of the 2024 Presque Isle Downs Meet. Please make sure you and your veterinarian sign prior to turning it in.
- 2. HISA Registration:** All horses that enter PID grounds are to be registered with HISA (regardless of HISA rules i.e. no published work) within 24hrs of arrival.
- 3. MEDICATION-RESTRICTED RACES:** Pursuant to HISA regulation all two (2) year-old races and stakes races will be conducted Lasix-free. Please consult with your veterinarian, Churchill Downs Incorporated Equine Medical Director (Dr. Farmer), or the Pennsylvania SHRC if you have any questions regarding this regulation.
- 4. SHOCKWAVE THERAPY TREATMENTS:** All prescribed shockwave treatments for horses stabled at Presque Isle Downs MUST make a request to the CDI Equine Medical Director for a treatment to be administered at the trainer's barn NO LESS THAN 48hrs prior to treatment. FOLLOWING A SHOCKWAVE TREATMENT ALL HORSES ARE INELIGIBLE TO WORK OR RACE FOR 30 DAYS. Trainers violating this rule are subject to revocation of their stall privileges.
- 5. IN-TODAY SIGNAGE:** All horses entered to race must be clearly identified starting at 7:30 a.m. on race day with an "In-Today" sign. Trainers should hang these signs on the stall door or adjacent to the stall. Additional Signs are available in the Racing Office
- 6. ENTRY RESTRICTIONS:** All 4-year old and older first time starters and any previously raced horse that has not raced in the previous 365 days must contact the Pennsylvania SHRC veterinarians to schedule an official veterinary work PRIOR to entering in any race. Any horse that has not raced in the previous 150 days must submit a 150 day layoff report to the PA SHRC veterinarian PRIOR to entry. All exams are valid for 60 days. **Any previously raced horse that has not raced in 30 months is ineligible to stable, train or race at any Churchill Downs property, unless approved in advance by the CDI Equine Medical Director.**
- 7. WAIVER CLAIMING RULE:** Allows a trainer to enter a claiming race, but be ineligible to be claimed providing the horse has not started for a minimum of 120 days since its last race, and the horse is entered for a claiming price equal to or greater than the price at which it last started.

PLEASE DIRECT ALL QUESTIONS TO:

CDI Equine Medical Director, Dr. Will Farmer | 502-638-3995

PID Racing Secretary, Allan Plever | 888.722.4660

Trainer's Name: _____ Signature: _____ Date: _____