

EMERALD DOWNS RACING, LLC (EMERALD DOWNS)
ELIGIBILITY RULES FOR STALL SPACE FOR THE
2017 EMERALD DOWNS RACE MEETING

1. Stalls for two-year-olds, all maidens and horses that race for the minimum claiming price will be allotted on the basis of a balanced stable in the sole judgment of the Director of Racing.
2. Application for stall space does not imply an automatic approval; it means only that the individual horse will be considered for a stall on the basis of its performance and potential in the Emerald Downs' program.
3. The use of free stall space is granted with the provision that the applicant intends that all horses listed on the reverse side are sound, ready to race, and will participate at EMERALD DOWNS during the 2017 Racing Season. The applicant agrees to immediately inform the Director of Racing if any of his/her approved horses subsequently become injured, ill, removed from training, or for any other reason become unable to race during the 2017 EMERALD DOWNS Racing Season.
4. The applicant shall have assigned stalls occupied NO LATER than April 28, 2017. Failure to occupy stalls and/or make other arrangements with the Director of Racing by this date may result in a decrease or re-allotment of previously approved and assigned stalls.
5. Starter races will be treated as equivalent value to claiming races in determining eligibility in stall allotment.
6. Horses **over twelve years of age (foals of 2004 or before)** are not eligible to race at Emerald Downs.
7. Horses over the age of **FIVE**, which have never started, or which have not started in the previous calendar year, **must be approved by the Director of Racing.**
8. EMERALD DOWNS reserves the right to retain possession of all registration papers for any horse claimed at Emerald Downs until the conclusion of the current race meet.

COMPLIANCE WITH STABLE AREA RULES

Applicant shall insure that the stable area rules are complied with at all times by applicant, applicant's employees, agents and invitees. Said rules are posted on Administration Building bulletin boards and in all stables and include but are not limited to the following:

- **Upon arrival** to Emerald Downs Stable area **ALL** horses are required to have a Current health certificate and have a **Current Negative Coggins** test dated within the past **six months** prior to entering the stable area.
- All pony horses are to be tied at specified locations.
- No smoking under roofed areas of barns.
- No cooking allowed in tack rooms except with approved microwave appliances.
- No tampering with smoke detectors, signs, fire sprinklers, fire extinguishers or other fire alarm devices.
- Shed rows are to be kept clean and free from excess storage and combustible materials and clear of all obstructions, which might impede emergency exiting.
- No hay or bedding storage within 18 inches of fire sprinklers.
- No parking in the Stable Area other than those areas designated or otherwise allowed by a Stable Area parking permit issued by the security office.
- Oat warmers (metal type) shall be used with approved electrical timer and shall not be left unattended.
- Extension cords shall be used only on a temporary (immediate) basis.
- No wire, plastic, or any other foreign objects shall be placed in manure bunkers.
- Stalls occupied by horses shall not be padlocked at any time.
- **All dogs** entering the Stable Area must be registered with Emerald Downs Security prior to entering the stable area.
- All golf carts must first pass a Stable Area Security safety inspection prior to the 2017 race meet.

TERMS AND CONDITIONS

NOTE: THIS IS NOT A LEASE OF ANY SPACE BUT IS MERELY A REVOCABLE LICENSE
ISSUED ON THE TERMS, CONDITIONS AND ELIGIBILITY RULES OUTLINED IN THIS APPLICATION.

The undersigned Applicant on behalf of himself/herself and as the agent for each of the owner's listed on page one, if granted stall space at Emerald Downs, agrees to be bound by the following terms and conditions:

1. **Granting of Revocable License.** This is an application for a revocable license for stall space (the "License"). The granting of the License is for the purpose of assuring the availability of horses, which in the sole opinion of EMERALD DOWNS will produce the best race meet. It is anticipated that far more applications will be received than can be accommodated; therefore, some requests will be denied. It is understood and agreed that the granting or revoking of a License is within the sole discretion of EMERALD DOWNS.
2. **AS IS.** The Applicant hereby acknowledges that EMERALD DOWNS has afforded him/her the opportunity for full and complete investigations, examinations and inspections of the Emerald Downs premises and that he/she is familiar therewith and agrees to accept any stalls assigned pursuant to this application in an "as is" condition. **EMERALD DOWNS MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT SUCH AS ARE SPECIFICALLY SET FORTH HEREIN AND NO IMPLIED WARRANTY AS TO THE MERCHANTABILITY OR AS TO THE FITNESS OF ITS FACILITIES FOR ANY PURPOSE SHALL ARISE BY VIRTUE OF THE LICENSE.**
3. **Photographic, Television and Movie Broadcast Rights, Etc.** The Applicant consents, on behalf of himself/herself and his/her agents, employees, owners, trainers, masters and invitees with the Applicant that EMERALD DOWNS or its agents may photograph or televise, directly or by transcription, any racing, training or other activity at Emerald Downs and publicly reproduce and exhibit for any purposes whatsoever anything photographed or televised at Emerald Downs without compensation, directly or indirectly, to the above referenced individuals. ALL TELEVISION AND RADIO BROADCAST RIGHTS, MOVIE OR SIMILAR RIGHTS ARE HEREBY RESERVED BY EMERALD DOWNS UNLESS OTHERWISE PROVIDED FOR IN AGREEMENT BETWEEN EMERALD DOWNS AND THE WASHINGTON HORSEMEN'S BENEVOLENT AND PROTECTIVE ASSOCIATION ("WHBPA").
4. **Assignment.** The License may not be assigned without the prior written consent of EMERALD DOWNS which consent may be withheld at EMERALD DOWNS' sole discretion.
5. **Notices.** Any notice desired or required to be given hereunder shall be in writing and deemed given when personally delivered, or deposited in the mail, postage prepaid, sent certified or registered and addressed as respectively set forth below.

To EMERALD DOWNS:

P.O. Box 617
Auburn WA 98071-0617
Attn: Director of Racing

To APPLICANT: To the address set forth on page 1

REPRESENTATIONS AND WARRANTIES

To induce EMERALD DOWNS to accept this License application, the Applicant represents and warrants to EMERALD DOWNS as follows:

1. Agency. I am the agent of each person designated as "Owner" on page one hereof and have provided a copy of this application to each such person.
2. Power. I have the full and absolute power and right to submit this Application and, if awarded a License, to abide by the terms and conditions set forth herein.
3. WHBPA Contract. The WHBPA has made available to me a copy of the Purse and Condition Agreement by and between EMERALD DOWNS RACING, LLC. and Washington Horsemen's Benevolent and Protective Association dated July 8, 2015 and I agree to abide by its terms.
4. Age of Majority. I am at least 18 years of age.
5. Survival. The representations set forth herein shall survive the end of EMERALD DOWNS' 2016 race meet for one year.

AFFIRMATIVE COVENANTS

1. Compliance with Laws, Etc. The Applicant, if awarded a License, shall comply in all respects with applicable laws, rules, regulations and orders and duly observe, in all material respects, all valid requirements of governmental authorities, including, without limitation, the Washington Horse Racing Commission.
2. Washington Horsemen's Benevolent and Protective Association. The Applicant represents that he or she recognizes the Washington Horsemen's Benevolent and Protective Association (WHBPA) as his/her exclusive representative in resolving all disputes, claims, grievances relating to Emerald Downs. Further, the Applicant agrees to be bound by the agreements, actions and decisions of the WHBPA for all matters related to EMERALD DOWNS.
3. Non-Racers. The Applicant shall notify EMERALD DOWNS in writing immediately upon determining that a horse stabled at Emerald Downs will not be raced at the meeting then in progress.
4. Removal of Property. The Applicant shall remove all of his/her horses and/or those in his/her possession along with all personal property belonging to or in the possession of him/her within twenty-four (24) hours after receiving written notification from EMERALD DOWNS that License is revoked.
5. Change of Ownership. The Applicant shall provide written notice to EMERALD DOWNS immediately upon the change of ownership of any horse stabled under this License.

RELEASE FROM LIABILITY

THE APPLICANT REPRESENTS THAT HE/SHE IS FAMILIAR WITH THE INHERENT RISKS ASSOCIATED WITH EQUINE ACTIVITIES AND THAT HE/SHE UNDERSTANDS THAT THERE MAY BE NUMEROUS HAZARDS AND RISKS OF INJURY TO APPLICANT, APPLICANT'S AGENTS, OWNERS, EMPLOYEES AND INVITEES (COLLECTIVELY THE "RELEASORS") AND TO THEIR PROPERTY INCIDENTAL TO ACCEPTING STALLS AT, PRACTICING FOR AND PARTICIPATING IN THOROUGHBRED HORSE RACING AT EMERALD DOWNS, AND THE APPLICANT HAS HAD THE OPPORTUNITY TO DISCUSS THESE RISKS WITH REPRESENTATIVES OF EMERALD DOWNS. APPLICANT, ON BEHALF OF ITSELF, THE RELEASORS AND ANYONE CLAIMING BY, THROUGH OR UNDER THE RELEASORS, HEREBY FULLY AND IRREVOCABLY RELEASES, HOLDS HARMLESS AND INDEMINIFIES EMERALD DOWNS AND EMERALD DOWNS' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND PARTNERS, AND THEIR RESPECTIVE AFFILIATES (COLLECTIVELY THE "RELEASEES"), FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY NOW EXIST OR HEREAFTER ARISE AGAINST RELEASEE, FOR ANY INJURY (WHETHER TO PERSON OR PROPERTY), COSTS, LOSS, LIABILITY, DAMAGE, EXPENSE, ACTION OR CAUSE OF ACTION (INCLUDING REASONABLE ATTORNEYS' FEES), WHETHER FORESEEN OR UNFORESEEN (COLLECTIVELY, "DAMAGES"), SUSTAINED OR INCURRED IN ANY MANNER BY THE RELEASORS OR BY ANY THIRD PARTY OCCURRING IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, ANY ACTION OF THE RELEASORS OR THEIR PROPERTY WHILE ON EMERALD DOWNS' PREMISES, UNLESS SUCH DAMAGES WERE SUSTAINED THROUGH THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EMERALD DOWNS.

EMERALD DOWNS has given the Applicant material concessions regarding this transaction in exchange for Applicant's agreement to the provisions of this paragraph. EMERALD DOWNS and Applicant have each initialed this paragraph to further indicate their awareness and acceptance of each and every provision hereof.

*** Applicant's Initials: _____

EMERALD DOWNS' Initials: _____

Horses transferred, leased or sold, in whole or part, to any person or stable not then registered for racing at Emerald Downs must be removed from the grounds within 24 hours of such transfer, lease, or sale; unless written permission to remain is given by EMERALD DOWNS.

The undersigned applicant hereby states that he/she understands and agrees to the terms, conditions and eligibility rules in their entirety as set forth herein.

*** Signed _____
(Trainer)

Date _____

**ATTENTION OWNERS AND TRAINERS
National Pollutant Discharge Elimination System (NPDES)
Waste Discharge Permit No. WA-003149-6**

EMERALD DOWNS and the Horsemen stabled at Emerald Downs have an obligation to meet the special conditions outlined in the above-mentioned operational NPDES permit. Many of these special conditions pertain to the Storm Water Management System that serves the area surrounding the horse stables and that specifically deal with horse waste storage and disposal in the stable area. Horsemen agree to comply with these conditions by adhering to the following rules:

1. Horsemen must place all soiled stall bedding, free of any other foreign material, inside the designated manure bins.
2. Horsemen must keep the horse waste picked up from the aisle ways of the stables and the hotwalker areas between the barns. This waste must also be placed in the designated manure bins.
3. After exercising and racing, all horses must be washed at designated wash racks located in the stable area.
4. Horsemen must keep clean and maintain washrack drains at all times.
5. Horsemen must not tamper with storm drains or place any debris into a storm drain.