

# 2025 Keeneland Safety Agreement

As a condition to, and in consideration for the undersigned trainer ("Trainer") being permitted to stable, race, work, or train any horse at any property owned, controlled, or managed by Keeneland Association, Inc. ("Keeneland") (including without limitation for purposes of this agreement Kentucky Training Center, LLC d/b/a The Thoroughbred Center ("TTC")) (collectively, "Keeneland Grounds"), the Trainer and the undersigned Trainer's attending veterinarian (as used herein, "Attending Veterinarian" shall mean the undersigned veterinarian and any veterinarian who is a member of his or her veterinary practice) hereby agree to be bound by the following conditions (collectively, "Conditions" or the "Agreement"):

1. At all times, a horse must be in serviceable, sound racing condition in order to stable, race, work, or train on Keeneland Grounds. The Trainer acknowledges that it is his/her obligation to (a) confirm the horse is in serviceable and sound racing condition in order to stable, race, work, or train on Keeneland Grounds; and (b) inform the Keeneland Vice President of Equine Safety or his/her authorized designee of any changes in the horse's fitness or health that would prevent a horse from stabling, racing, working or training on Keeneland Grounds or any changes which would put Trainer, the Attending Veterinarian, or any horse in violation of these Conditions or any other Keeneland rule. Any horse that has not raced within thirty (30) months since its last start shall be presumed unsound and ineligible to stable, race, work, or train on Keeneland Grounds, unless approved in advance by Keeneland Vice President of Equine Safety or his/her authorized designee. Any horse six (6) years old or older that has never started shall be presumed unsound and ineligible to stable, race, work or train on Keeneland Grounds unless approved in advance by the Keeneland Vice President of Equine Safety or his/her authorized designee. In the event any horse under Trainer's care enters Keeneland 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 Keeneland Grounds, voluntarily register any such horse with HISA.

2. Trainer shall not enter a horse in any race UNLESS the horse has: (a) been examined by Trainer's Attending Veterinarian during the three (3) days immediately preceding the close of entries for the selected race for the express purpose of evaluating the horse's fitness to race; and (b) been found fit to race by the Attending Veterinarian. This evaluation shall include, at a minimum, watching the horse jog and any other requirements provided under any law, regulations, or house rule. The Attending Veterinarian and Trainer are each obligated to inform the Keeneland Vice President of Equine Safety or his or her designee and the Kentucky Horse Racing and Gaming Corporation ("KHRGC") official veterinarian or his or her designee ("KHRGC Veterinarian") of any changes in the horse's fitness at any time prior to the race.

3. Trainer will not permit a horse stabled at or shipped in to Keeneland Grounds to work UNLESS the horse has: (a) been examined by the Trainer's Attending Veterinarian during the five (5) days immediately preceding the work for the express purpose of evaluating the horse's fitness to work; and (b) been found fit to work by the Attending Veterinarian. This evaluation shall include, at a minimum, watching the horse jog and any other requirements provided under any law, regulations, or house rule. The Attending Veterinarian and Trainer are obligated to inform the Keeneland Vice President of Equine Safety or his or her designee of any changes in the horse's fitness or health after the examination set forth above and before the horse works.

4. Trainer will not permit a horse placed on the Veterinarian's List for unsoundness, injury, or epistaxis to perform any high-speed (published) work for seven (7) days following placement on the Veterinarian's List.

5. 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, in addition to the criteria set forth in Section 2 above and any other criteria set forth in any law, regulation, or house rule, such horse has completed an official work for the KHRGC Veterinarian or his or her designee prior to entry. Trainer of any horse that has not raced within one hundred fifty (150) days but has raced within the three hundred sixty-five (365) days preceding the date of the selected race must complete the HISA Layoff Report. Based upon evaluation of the HISA Layoff Report, the KHRGC Veterinarian or the Keeneland Vice President of Equine Safety may (in his or her sole discretion) impose and require the horse to meet additional requirements prior to being able to enter. If the horse is required to work under this provision, it must meet the same requirements as a horse that is working off of the KHRGC's Veterinarian's List.

6. Trainer will not enter in a race: (a) any horse that has finished twelve (12) or more lengths behind the winner in each of its last five (5) starts, or (b) any horse that has raced more than four (4) times in the fifty-six (56) days immediately preceding the race date, unless approved in advance by the Keeneland Vice President of Equine Safety or his or her authorized designee.

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

8. Keeneland and the Keeneland Vice President of Equine Safety 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 Keeneland's requirements. Keeneland and the Keeneland Vice President of Equine Safety 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 Keeneland or the Keeneland Vice President of Equine Safety or his or her designee may inspect and copy for each's own use, and Trainer shall provide promptly 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 related to or in connection with Trainer's horse(s) stabled, working, racing or training on Keeneland Grounds. In addition, Trainer and Attending Veterinarian both acknowledge and agree that horses may have certain wearable sensor data collected while stabling, working, racing or training at Keeneland and consents to use of such data by Keeneland or its designees. Trainer agrees that Keeneland may provide the undersigned Attending Veterinarian access to any such wearable sensor data, to the extent such data would otherwise be accessible to or provided to that Trainer. The Attending Veterinarian may only use the data for purposes of providing medical treatment to the horse to which the data relates and may not disclose or otherwise disseminate the data outside of the Veterinary-Client-Patient-Relationship concerning the horse in question.

9. All horses stabled or entered to race on Keeneland Grounds or that are present on Keeneland Grounds are subject to: (a) veterinary inspections by the Keeneland Vice President of Equine Safety and (b) veterinary or other monitoring. Trainer, Trainer's staff, and Attending Veterinarian will cooperate fully with all requests made by Keeneland, veterinarians and outriders. In addition to any duty to report under state or federal law, Trainers are under a continuing obligation to report immediately to Keeneland any change in the health of a horse under Trainer's care, including without limitation fevers of unknown origin or any symptom of any potentially contagious or communicable disease.

10. As used herein, the term "Kentucky Training Facility" shall mean a horse training center or facility in the Commonwealth that records official timed workouts for publication and that is affiliated with a racing

## 2025 Keeneland Safety Agreement *continued*

association. Kentucky Training Facility shall include Churchill Downs.

11. If stabled on Keeneland Grounds, both Trainer and the Attending Veterinarian will abide by all Keeneland Grounds' rules and regulations, including, without limitation, (i) house rules (including those relating to equine welfare and integrity), (ii) other rules (including, without limitation, all rules set forth in Keeneland's Condition Book, which can be found on Keeneland's website, Keeneland or TTC's Stall Applications, the Rules of the Barn Area ([www.keeneland.com/rulesof-barnarea](http://www.keeneland.com/rulesof-barnarea)), and the Rules of the Track (<https://keeneland.com/horsemen/racing>). Trainer and Attending Veterinarian shall be responsible for obtaining and becoming familiar with such rules and regulations and shall abide by them.

12. All KHRGC licensees, including but not limited to owners, trainers, jockeys, and grooms ("licensees"), participating in stabling, racing, training, and related activities on Keeneland Grounds recognize that hazards and risks inherent in such activities may cause the injury or death of horses or people. Therefore, in consideration of participating in stabling, racing, training, and related activities on Keeneland Grounds, 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 Keeneland Grounds; and (ii) ordinary negligence which causes or contributes to personal injury (including death) or property damage, including but not limited to loss, loss of use, injury or damage to horses or persons arising from the use of grass fields or gallops owned or controlled by Keeneland, whether arising from alleged acts or omissions of a licensee and its agents or employees, the condition of the premises of the Keeneland Grounds or any other cause. Except as provided above, all licensees participating in stabling, racing, training, and related activities on Keeneland Grounds 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 Commonwealth of Kentucky and the KHRGC's regulations and shall be binding upon Trainer, its successors and/or assignees. The maintenance by Keeneland or any of its affiliates of insurance shall not affect the terms or interpretation of these Conditions. The foregoing release shall extend to Keeneland and its affiliates, and each of their respective trustees, officers, directors, agents, employees, contractors, servants and licensees. In the event of any inconsistency between these provisions and the KHRGC's regulations, the KHRGC'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 KHRGC's regulations.

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

and regulations shall not be considered a defense for non-compliance therewith.

14. Any failure by Keeneland to enforce any terms or conditions of this Agreement shall not constitute a waiver by Keeneland, and shall not affect or impair this Agreement in any way, or the right of Keeneland at any time to enforce this Agreement. A Keeneland representative's approval or consent to any action proposed by Trainer or Attending Veterinarian shall not (a) waive Trainer or Attending Veterinarian's obligation to comply strictly with this Agreement, or (b) be construed as an undertaking of Keeneland, the Keeneland Vice President of Equine Safety, or any other designee or either such party to treat, diagnose, or otherwise be responsible for the condition of any horse.

15. Both Trainer and the Attending Veterinarian understand and acknowledge that these Conditions shall be in effect from the earliest date noted below through the end of 2025. And for Trainers that have horse(s) on Keeneland Grounds these Conditions shall be in effect from earliest date noted below and for so long as Trainer has horse(s) on Keeneland grounds.

16. 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 Keeneland's Racing Office. These valid and signed Conditions must be on file PRIOR to the acceptance and PRIOR to race entry or timed public workout. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without regard to its conflict of law rules. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**By signing below**, each party represents and warrants that he or she is, on the date he or she signs the Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**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 Keeneland Vice President of Equine Safety 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, (b) will consult with the Keeneland Vice President of Equine Safety if he/she has any questions regarding such Conditions, and (c) will comply fully with the Conditions.

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

**Trainer**

**Attending Veterinarian**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Cell: \_\_\_\_\_

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_