

## 2023 Keeneland Safety Agreement

As a condition to, and in consideration for the undersigned trainer (“Trainer”) being permitted to 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) (collectively, “Keeneland Grounds”), 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 race, work or train on Keeneland Grounds. The Trainer acknowledges that it is his/her obligation to confirm the horse is in serviceable, sound racing condition in order to race, work or train on Keeneland Grounds.
2. Trainer will 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 entry to 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. The Attending Veterinarian and Trainer are obligated to inform the Keeneland Vice President of Equine Safety and the Kentucky Horse Racing Commission (“KHRC”) official veterinarian (or his or her designee) (“KHRC Veterinarian”) of any changes in the horse’s fitness after entry through race day.
3. Trainer will not permit a horse 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). 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 after the examination set forth above and before the horse works.
4. Pursuant to the regulations, a first-time starter four years of age or older and any previously raced horse that has not started in the last 365 days or more must (i) contact a KHRC Veterinarian to schedule an official work and (ii) be approved by such KHRC Veterinarian PRIOR to entry. . Horses that have not raced within 150 days but have raced within 365 days may be evaluated by the Keeneland Vice President of Equine Safety (or his or her designee) prior to entry in addition to all other regulatory requirements. Based upon that evaluation, the Keeneland Vice President of Equine Safety 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 KHRC’s Official Veterinarian’s list. In addition, Trainer shall notify the Vice President of Equine Safety (or his or her designee) prior to resuming training of any horse placed on any regulatory veterinarian’s list on Keeneland Grounds.
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. 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. Extenuating circumstances to the examination requirement of these rules will be handled by the Keeneland Racing Office in conjunction with the Keeneland Vice President of Equine Safety on a case by case basis.
7. All horses entered to race at Keeneland, or are on Keeneland Grounds, are subject to: (a) veterinary inspections by the Keeneland Vice President of Equine Safety and (b) veterinary monitoring. Trainer and Trainer’s staff will cooperate fully with all requests made by Keeneland, veterinarians and outriders.
8. All horses at any Kentucky Training Facility are subject to (a) veterinary inspections by the staff or contractor of the Kentucky Training Facility and (b) veterinary monitoring. Trainer and Trainer’s staff will fully cooperate with all requests made by the Kentucky Training Facility, veterinarians and outriders. Both Trainer and Attending Veterinarian consent to sharing all information as a result of such inspections and monitoring with Keeneland.
9. As used herein, the term “Attending Veterinarian” shall include the undersigned veterinarian and any veterinarian who is a member of his/her veterinary practice.
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 association.

## 2023 Keeneland Safety Agreement *continued*

Kentucky Training Facility shall include Churchill Downs.

11. If stabled on Keeneland Grounds, both Trainer and the Attending Veterinarian will abide by all rules and regulations of Keeneland, including, without limitation, (i) House Rules (including those relating to TCO2 or “Milkshake” testing and all medication, safety and integrity rules), (ii) other rules (including, without limitation, all rules set forth in Keeneland’s Condition Book, which can be found on Keeneland’s website, Keeneland’s Stall Application, the Rules of the Barn Area ([www.keeneland.com/rulesofbarnarea](http://www.keeneland.com/rulesofbarnarea)), and the Rules of the Track (<https://keeneland.com/horsemen/racing>), and (iii) the rules and regulations of the KHRC (“KHRC Rules”) and the rules and regulations of the Horseracing Integrity and Safety Authority (“Authority”) (see [www.HISA.us.gov](http://www.HISA.us.gov)) (the “HISA Rules”) (collectively, the KHRC Rules and the HISA Rules are the “Regulations”), at any time adopted or as they may be amended, and 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.

12. 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. Keeneland’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.

13. 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 2023. 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.

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.

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 of any entry.

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 this agreement 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.

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: \_\_\_\_\_