



Delaware Park Racing & Casino 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 Delaware Park (“DP”), the Trainer hereby agree to be bound by the following Conditions:

**1. Definitions. As used in this Agreement, the following terms have the following meanings:**

- (a) “Delaware Park Parties” or “Delaware Park Party” means (i) Delaware Racing Association, (ii) DP CVR Holdings Inc., (iii) Delaware Park Management Company, LLC, (iv) their respective shareholders, members, partners, joint ventures, affiliates, subsidiaries, successors and assigns, and (v) all directors, officers, employees and agents of such persons or entities.
- (b) “Horse(s)” means the horse(s) listed on the first page of this Agreement, all horses added to the first page of this Agreement after the execution of the Agreement, and all other horses assigned to or trained by the Trainer or any Trainer Party at the Premises.
- (c) “Owner(s)” means the person(s) and/or entities who are the owners of the Horse(s).
- (d) “Premises” means the property of Delaware Park located at 777 Delaware Park Blvd., Wilmington, Delaware.
- (e) “Trainer Parties” or “Trainer Party” means (i) the Trainer, (ii) the Owners, (iii) their respective shareholders, members, partners, joint venture’s, affiliates, subsidiaries, successors and assigns, and (iv) all directors, officers, employees, independent contractors, invitees, and agents of such persons or entities. The term Trainer Parties includes, without limitation, the Trainer’s, Veterinarians, jockeys and exercise riders.

**2. Assumption of Risk; Waiver; Indemnification.**

- (a) Delaware Park does not have responsibility for the care, custody or control of Horses kept at Delaware Park or elsewhere. The Trainer and Trainer Parties assume full responsibility for the safety and well-being of all Horses and agrees to take all measures necessary to protect the Horses, including supervising such animals while on the Premises, hiring competent personnel to care for such animals, cleaning and maintaining assigned stalls and removing any hazardous condition from such stalls that is known to the Trainer or the Trainer Parties, or if the Trainer believes that such conditions should be remedied by Delaware Park, promptly notifying Delaware Park in writing of any such hazardous condition.
- (b) The Trainer and the Owners are aware and acknowledge that participating in or being near horses in races or training exercises, or otherwise working with or near horses on the Premises, is hazardous with the risk of serious injury or death. These risks include risks associated with the condition of the race track, stables, barns and adjacent areas and buildings, the presence of debris or objects on the race track and surrounding areas, as well as the presence of animals in addition to horses (whether domesticated or wild) or noise-generating sources near or on the race track surface, barns and adjacent or surrounding areas at the Premises which may startle or “spook” horses at any time potentially causing injury to Horses, riders or persons in the vicinity. The Trainer and the Owners are fully aware of these risks and dangers and knowingly assume these risks.
- (c) The Trainer, for itself and the Owners, releases the Delaware Park Parties from any and all liability, and waives all claims, losses, damages and suits against the Delaware Park Parties, arising from or relating to, damage, injury or death to any Jockey, Horse or any of the Trainer Parties, unless the same is caused solely by the intentional misconduct of a Delaware Park Party.  
The foregoing is intended to waive, without limitation, matters arising from the negligence, gross negligence and/or recklessness of the Delaware Park Parties. The foregoing waiver and release shall continue in effect with respect to a Horse even after custody or care of such Horse has been assigned to another trainer or other third party.  
**RESPONSIBILITY FOR THE MAINTENANCE OF APPROPRIATE HORSE MORTALITY INSURANCE LIES SOLELY WITH THE TRAINER AND/OR THE OWNER OF THE HORSE. CONSULTATION WITH A COMPETENT INSURANCE ADVISOR IS STRONGLY RECOMMENDED.**
- (d) The Trainer agrees to indemnify, defend and hold the Delaware Park Parties harmless from and against the entire amount of all claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from (i) any breach of this Agreement by the Trainer or a Trainer Party, (ii) any damage, injury or death to any DTRC Licensee or Horse, (iii) the presence of the Trainer, the Trainer Parties or the Horses on the Premises, (iv) the activities of the Trainer, the Trainer Parties or the Horses at the Premises, and (v) any act or omission of the Trainer or any of the Trainer Parties, regardless of whether or not such claim, damage, loss or expense is caused in part by a Delaware Park Party.

**3. Insurance.**

The Trainer shall cause the procurement and maintenance of the following insurance at its sole cost and expense:

- (a) **Commercial General Liability insurance, farm owner’s insurance and/or stable liability insurance covering the Trainer Parties’ activities at Delaware Park having limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$10,000 medical payments.**
- (b) **Workers Compensation covering the Trainer and the Trainer Parties in accordance with the statutory requirements of the State of Delaware. The Trainer shall cause Delaware Racing Association, DP CVR Holdings Inc. and Delaware Park Management Company, LLC to be named as additional insureds on its liability insurance policy.**  
**As a condition of being able to stable Horses, the Trainer shall deliver to Delaware Park a current Certificate of Insurance evidencing such insurance coverage which: (x) lists the certificate holder as Delaware Racing Association Attn: Risk Management, 777 Delaware Park Blvd, Wilmington, DE 19804, (y) properly identifies the foregoing additional insureds, and (z) provides that the certificate holder shall receive at least thirty (30) days advance notice from the insurer of any cancellation or material change in coverage.**

All Certificates of Insurance must be on file with the Stall Office & DTRC.

The Trainer shall supply a full copy of the insurance policies upon request.

The undersigned trainer represents and warrants to **DELAWARE PARK** that he or she is the duly authorized representative of the owners of all horses (AS SUCH TERM IN DEFINED IN THIS AGREEMENT) with the authority to bind such owners to this agreement and to execute this agreement as the authorized agent of such owners.

Trainer Print Name: \_\_\_\_\_

Trainer Signature & Date: \_\_\_\_\_