



Track Rules

September 30, 2022



The WFA Raceway Corporation

and

Western Fair Association



WESTERN FAIR
district
be entertained™

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Raceway Track Rules

Application of Track Rules:

These **Track Rules** apply at all times to all of the **Premises**, including the **Paddock Area**, and to all individuals using these areas, without limitation, either as **Applicants**, party(s) to a contract with The Western Fair Association and/or The WFA Raceway Corporation (collectively the “**Owner/Operator**”), as the case may be, or in any other capacity whatsoever. No changes will be made to the **Track Rules** without the mutual consent of the **Owner/Operator**, and if applicable, the **AGCO**-licensed horsepeople’s association under contract with the **Owner/Operator** at that time. Any contemplated changes to these **Track Rules** require the approval of the **AGCO**.

Capitalized Terminology:

All capitalized terms used within the body of these **Track Rules** are references to defined terms. Such term shall be interpreted and understood in accordance with the definitions set out within the “Definitions” in Part V - Interpretation of these **Track Rules**.

Breach of the Track Rules:

- (a) A breach of any of the **Track Rules** of the **Owner/Operator** may result in the loss of racing privileges at the **Premises**, loss of any or all Fees (other than entry Fees) and/or eviction from the **Premises**.
- (b) Any person having knowledge that a breach of any of the **Track Rules** or policies of the **Owner/Operator** has been committed must immediately report such a breach to a **Security Officer, Paddock Superintendent, Track Superintendent**, or any other employee of the **Owner/Operator**.

PART I – GENERAL

1.1 Conduct Generally

- a) Any conduct determined by the **Owner/Operator**, in its sole and absolute discretion, to be injurious to the sport of horse racing or not to be in the best interests of the sport of horse racing, may result in the imposition of a penalty in accordance with Section 4.1 of these **Track Rules**.
- b) The **Owner/Operator** reserves the right under the Trespass to Property Act (Ontario) or in its sole discretion at any time to deny admission or access to any part or parts of the **Premises** to an **Applicant** or any of his agents, servants, employees, invitees or any persons under his control, in the sole and absolute discretion of the **Owner/Operator**, without any reason or cause existing or being stated or given. Nothing in these **Track Rules** shall in any way limit any other rights which the **Owner/Operator** may have, whether at common law or in statute, including and without limitation under the *Occupiers Liability Act* (Ontario) or the *Trespass to Property Act* (Ontario)
- c) All persons using the **Premises** will abide by the lawful direction of all **Security Officers** for the purpose of protecting any and all patrons on the **Premises**.
- d) The **Applicant** shall at all times while on the **Premises** abide by and comply with all applicable federal, provincial and local laws, regulations, by-laws, codes and other regulatory requirements in force from time to time, including laws and regulations relating to health and safety and the environment, applicable to the **Applicant's** attendance at or conduct on the **Premises**.

1.2 Improper Behaviour

- a) The provisions under *The Liquor Control Act* (Ontario) and *The Liquor License Act* (Ontario) will be strictly enforced at all times. Any person found to be intoxicated on the **Premises** will be evicted from the **Premises** and/or turned over to the local police.
- b) No person on the **Premises** shall have in his or her possession or under his or her control, any narcotic, hallucinogenic drug or derivative thereof, or any restricted or controlled drug under the *Food and Drugs Act* (Canada), unless such narcotic or other drug is specifically prescribed by a medical practitioner. Violations of this rule will result in the person being evicted from the **Premises** and/or turned over to local police.
- c) No person shall use profane or indecent language or exhibit improper conduct towards any agent, servant or employee of the **Owner/Operator** or any other person in authority while acting in the performance of his/her duties on the **Premises**.

1.3 Fire Safety

- a) All persons shall familiarize themselves with the location of fire alarms, fire prevention signs and all firefighting equipment and shall obey the **Owner/Operator** requirements as set down in the **Fire Prevention Procedures**.
- b) No person shall move, interfere with, damage or hinder the use of smoke detectors, heat detectors, carbon monoxide detectors, sprinkler systems, fire hose cabinets and equipment, fire extinguishers or fire prevention signs.
- c) Smoking in any stall or portion of the **Paddock** is against the law. Any person who violates this law will be subject to discipline as prescribed in the Smoke Free Ontario Act.
- d) All extension cords must be C.S.A. approved for outdoor usage and not to be used as permanent wiring. GFCI protection is required for portable hand tools.
- e) Obstructing or blocking of fire hydrants and fire equipment is prohibited.
- f) Parking or obstructing the **Owner/Operator** official fire routes is prohibited and vehicles will be tagged or towed away.
- g) Firearms are strictly prohibited on the **Premises**.

1.4 Other General Track Rules

- a) Pets: No pets allowed on the **Paddock Area** and for certainty, no pets, including cats are to be left in vehicles in the parking lot.
- b) Parking: Owners of vehicles parked in unauthorized areas or otherwise improperly parked are subject to a fine and/or loss of racing privileges at the **Premises**.

1.5 No Liability of OWNER/OPERATOR

- a) Faulty Starting Gate: The **Owner/Operator** will not be liable to any **Applicant** for the failure of any starting mechanism to fairly start a **Race**.
- b) Implementation of **Track Rules**: Any action taken by the **Owner/Operator** to implement or enforce these **Track Rules**, or in furtherance thereof, shall be without liability to any person.

1.6 Purse Distribution Covenant

Every reasonable effort to avoid underpayments and overpayments in the purse distribution. In the event of an underpayment or overpayment, appropriate adjustments will be made.

1.7 Race Scheduling Covenant

Live race dates will be scheduled as awarded and approved annually by the AGCO

Simulcast wagering will be operated as approved annually by the CPMA

PART II – PADDOCK AREA

2.1 Entry

- a) All traffic entering or departing from the **Paddock Area** shall be designated by the **Owner/Operator** for such purpose and all traffic entering the **Paddock Area** shall stop and provide identification.
- b) Persons wishing to drive a motor vehicle in the **Paddock Area** shall be responsible to ensure that any passenger(s) in such vehicle is/are properly authorized to enter.
- c) Drivers of motor vehicles entering the **Paddock Area** shall have in their possession a valid motor vehicle driver's license and shall produce such license it upon request by a **Security Officer**. Persons who fail to operate motor vehicles in a responsible manner may be prohibited from driving in the **Paddock Area** and/or may be suspended and/or evicted from the **Paddock Area** and/or the **Premises**.

2.2 Guests

- a) All guests or persons properly authorized to be in the **Paddock Area** (including but not limited to guests of **Applicants, Authorized Racing Officials, AGCO Officials** and veterinarians licensed by the **AGCO**) must be in possession of credentials satisfactory to the **Security Officer** prior to being permitted access to the **Paddock Area**.
- b) Notwithstanding the rule set out in paragraph a) above, any guest may be refused entry to the **Paddock Area** if such guest is deemed unacceptable, for any reason whatsoever, by any **Security Officer**, in their sole and absolute discretion.
- c) Guests will be permitted entrance to the **Paddock Area** only through gates designated by the **Owner/Operator** for such purpose and shall be recorded in the security register by the appropriate **Security Officer**.

2.3 Traffic in Paddock Area

- a) Horses shall have the right of way in the **Paddock Area** at all times.
- b) No person shall park or leave a standing motor or recreational vehicle on a designated fire route, on a horse path or other prohibited area. Motor or recreational vehicles parked in such manner may be tagged and/or towed away at the owner's expense.
- c) All horse trailers must be left parked in the designated horse trailer parking area within the **Paddock Area** and shall not be left parked beside the barns or on roadways.
- d) Recreational vehicles are not permitted in the **Paddock Area**.
- e) Taxi cabs are not permitted in the **Paddock Area** during racing or training hours.

2.4 Handling of Animals

Any **Applicant** who, while occupying the **Premises**, and who in the sole discretion of the **Owner/Operator** handles or treats any animal, including any horse, without regard for the well-being of the animal or causes any physical or mental pain or suffering to the animal, including excessive or unnecessary whipping, may in the sole discretion of the **Owner/Operator** be penalized through the loss or suspension of racing privileges at the **Premises**.

PART III – CONDITIONS OF RACING

3.1 AGCO Rules of Racing

The **Rules of Racing** in effect at the time of any **Race** shall govern the **Race** and any and all **Entries** will be received only with the understanding and on the agreement of the **Applicant** that the **Rules of Racing** govern.

3.2 Changes and Cancellations

- a) Subject to the **Rules of Racing**, the **Owner/Operator** reserves the right, in its absolute and sole discretion to:
 - i) cancel any **Race**, upon repayment of all **Nomination, Sustaining** and **Starting Fees**, if any, paid on such cancelled **Race**; and/or
 - ii) change the time and/or place of any **Race**.
- b) Subject to the **Rules of Racing**, a **Race** may, if the **Owner/Operator** so determines in its sole and absolute discretion, be conducted by a racing association other than the **Owner/Operator** and the **Owner/Operator** shall have the right to assign or transfer every **Entry** in respect to such **Race** and all monies paid to the **Owner/Operator** to such other racing association and in such event all obligations, if any, of the **Owner/Operator** in respect of such **Race** shall terminate.

3.3 Track Problems

Any problems relating to the **Racetrack** should be brought to the attention of the **Track Superintendent**.

3.4 Qualification of Horses

Any horse which is four (4) years old or older will be allowed four (4) consecutive chances to qualify for a **Race**. Three (3) year olds will be allowed five (5) consecutive chances to qualify. Horses failing to qualify under this rule will not be permitted to re-qualify for a **Race** for a period of at least six (6) months.

3.5 Entry Fees

Payments in U.S. funds will be accepted at the current U.S. exchange rate, unless otherwise published by the **Owner/Operator**.

3.6 Entry Procedure

- a) To enter a horse in a **Race** at the **Premises** all **Applicants** must contact the **Owner/Operator** and provide all the information required under the **Rules of Racing**.
- b) All **Applicants** entering a horse in a pacing or trotting series must complete a stakes nomination form provided by the **Owner/Operator** for each seasonal stakes series throughout the year

3.7 Pre-Race Requirements

- a) All horses entering the **Paddock Area** on **Race** days are required to have their tattoos or freeze bands presented for identification to an official of the **Owner/Operator** on duty at the **Paddock**.
- b) All horses, once having been admitted to the **Paddock**, shall remain there other than to leave for warm-up miles, until the horse has completed racing and has reported to the test barn, if required.

3.8 Distance

All **Races** are to be raced at a distance of ONE MILE (1609 m), unless otherwise provided by the **Owner/Operator**, in its sole and absolute discretion.

3.9 Attire

Appropriate safety attire such as helmets and vests must be worn by all drivers according to **AGCO** regulations.

3.10 Post Race

Any driver in each **Race** wishing to lodge an objection concerning the running of the **Race** shall report to the **Starter** before leaving the **Racetrack** at the conclusion of the **Race**.

3.11 Release and Indemnity Agreement

All **Licensees** must on an annual basis, sign a Release and Indemnity Agreement in the form attached hereto as Schedule A, such agreement to be submitted by the Licensee to the **Owner/Operator** in order to be eligible to participate in racing at the **Premises**.

PART IV – PENALTIES

4.1 Penalties

A violation of any of the **Track Rules** may lead to the imposition of a penalty or penalties including

- i) Loss of racing privileges at the **Premises**;
- ii) Loss of any or all **Fees**; and/or
- iii) Eviction from the **Premises**.

PART V - INTERPRETATION

5.1 Definitions

For the purposes of these **Track Rules**, the following capitalized terms shall have the meaning attributed to them as follows:

“**AGCO**” means the Alcohol and Gaming Commission of Ontario.

“**AGCO License**” means the license issued by the **AGCO** from time to time pursuant to the **Rules of Racing**.

“**AGCO Official**” means an official appointed by the **AGCO** to carry out all the duties and responsibilities specified by the **AGCO** in the **Rules of Racing**.

“**Applicant**” means a person who intends to enter, train, drive or groom any horse or horses in any **Race** or **Races** at the **Premises**.

“**Authorized Racing Official**” means anyone authorized by **AGCO** or the **Owner/Operator**.

“**Entry**” means an application by an **Applicant** for (i) a specific horse to race in a specific **Race**; or (ii) two (2) or more horses to race in the same **Race**, which have common ties in ownership or lease.

“**Fee**” means any **Nomination Fee** and/or **Sustaining Fee** prepaid to the **Owner/Operator** and/or any **Starting Fee** due to or owing, and/or any other fee associated with participating in a **Race** at the **Premises**.

“**Fire Prevention Procedures**” means those written procedures and guidelines relating to fire prevention which are established by the **Owner/Operator** from time to time and posted throughout the **Paddock Area**.

“**Groom**” means an individual actively working in the horse racing industry as a groom.

“**Licensee**” means those individuals who must be licenced by the AGCO for “Individual Standardbred” under the categories of owner, driver, assistant trainer, trainer and/or groom.

“**Nomination Fee**” means the **Fee** paid to nominate a horse to ensure the eligibility of a horse to race in a **Race** and/or series of **Races**.

“**Owner/Operator**” means Western Fair Association and/or The WFA Raceway Corporation, as the case may be.

“**Paddock**” means a security-controlled facility operated by the **Owner/Operator** where horses and **Race** participants shall assemble for the purposes of conducting a **Race** card or **Race**-related event.

“**Paddock Area**” means any area on the **Premises** which is not generally open to the public; and, is required to be accessed and used by those persons involved in the racing, training and use of horses at a **Racetrack**.

“**Paddock Superintendent**” means the person employed by the **Owner/Operator** and designated as the Paddock Superintendent.

“**Premises**” shall include all of the real property owned by Western Fair Association and/or The Corporation of the City of London, upon which the **Racetrack**, as located and includes the **Paddock Areas** and access thereto, grandstand, parking lots and associated grounds.

“**Race**” means a contest between horses taking place on a **Racetrack**.

“**Racetrack**” means the **Racetrack** facility operated by the **Owner/Operator** on which the **Races** are contested.

“**Racing Secretary**” means an individual employed by the **Owner/Operator** who is responsible for overseeing the preparation of **Race** cards and the general supervision of the **Paddock Area**.

“**Rules of Racing**” means the Alcohol and Gaming Commission of Ontario’s Standardbred Rules of Racing.

“**Security Officer**” means a uniformed member of the **Owner/Operator’s** Security Department.

“**Stakes Race**” means any **Race** in which nominations close more than 72 hours in advance of the racing of the **Race** and for which subscribers contribute money towards the purse of the **Race**.

“**Starter**” means an employee of the **Owner/Operator** designated as the Starter that has the responsibilities prescribed in Chapter 30 the **Rules of Racing**.

“**Starting Fee**” means the fee paid to render a horse eligible to start and compete in a **Race**.

“**Sustaining Fee**” means the fee paid to sustain a horse’s eligibility to **Race** in a **Race** and/or series of **Races**.

“**Track Rules**” means the **Owner/Operator** Track Rules herein prescribed and any amendments made thereto from time to time with approval from **AGCO**.

“**Track Superintendent**” means the individual employed by the **Owner/Operator** responsible for overseeing the track surface preparation and maintenance.

5.2 Other Interpretation Matters

In this Agreement:

- a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders, unless the context otherwise requires;
- b) the word “including” or “includes” shall mean “including [or includes] without limitation”; and,
- c) the division of these **Track Rules** into separate Articles, Sections, Subsections and Schedules, the provision of a table of contents and the insertion of headings are for convenience and reference only and shall not affect the construction or interpretation of these **Track Rules**.



The WFA Raceway Corporation

and

Western Fair Association



READ BEFORE SIGNING

**THE WESTERN FAIR ASSOCIATION (“WFA”)
RELEASE AND INDEMNITY AGREEMENT**

IN CONSIDERATION of allowing the Undersigned to participate in horse racing and other activities related thereto which are facilitated through Western Fair Association (“WFA”) and The WFA Raceway Corporation (the “Corporation”) at The Raceway at Western Fair District (the “Raceway”) upon the real property owned by WFA and The Corporation of the City of London (the “City”), the Undersigned covenants, warrants, acknowledges and/or agrees as follows:

1. that horses have the propensity to behave in an unpredictable manner that may result in injury or death of a person, or loss of or damage to real and personal property owned by WFA and/or the City (collectively the “Property”);
2. that the use of horse equipment, including safety equipment, may not eliminate or reduce the risk of injury or death of any person, or loss of or damage to Property;
3. that the condition of the lands and racetrack as well as the paddock and surrounding areas, are imperfect and may contain hidden or unknown hazards that may increase the risk of injury or death of any person, or loss of or damage to Property;
4. that engaging in activities with horses, including but not limited to standardbred horse racing, involves unpredictable and unknown hazards and dangers; and
5. that the use of the real property owned by WFA and the City by others or the engaging by others in activities with horses, including but not limited to horse racing, may result in unexpected or unknown danger that increases the risk of injury or death of any person, or loss of or damage to Property.

THE UNDERSIGNED UNDERSTANDS, ACKNOWLEDGES AND AGREES, on behalf of himself, his heirs, executors, and personal representatives, that his participation in horse racing at the **Raceway** and in all related activities as follows:

1. that he consents and agrees to release, indemnify and save harmless each of the Corporation, WFA and the City, their sponsors, advertisers, lessors, or lessees, their respective officers, directors, governors, members, officials, employees, agents and servants (collectively, the “Releasees” and each, a “Releasee”) in respect of any and all claims, demands, actions, causes of action, damages, losses, costs, liability, expenses, fees, injury, disability or death to any person, or loss of or damage to property suffered or incurred by the Undersigned, whether occurring directly or indirectly, while practicing, instructing or participating in horse racing or any related, ancillary events or activities, including but not limited to other sports, competitions or games while on the real property owned by WFA and/or the City or while attending on such real property in connection therewith (including without limitation,

any compounding or aggravation of injuries caused by or incurred during rescue operations or procedures): provided however that the Undersigned shall not be liable where such claims, demands, actions, causes of action, damages, losses, costs, liability, expenses, fees, injury, disability or death to any person, or loss of or damage to Property is a direct result of any negligence or wilful misconduct of or by a Releasee;

2. not to commence any legal action or otherwise make demand of any Releasees in respect of any matter for which the Undersigned has released such Releasee pursuant to the terms of this Agreement;
3. to indemnify and hold harmless each Releasee from any litigation expense, legal fees, award of compensation or damages, liability, and/or out-of-pocket costs in any form or type whatsoever, that such Releasee incurs or becomes liable for in respect of any matter for which the Undersigned has released such Releasee under this Agreement.

This Agreement shall be constructed in accordance with and be governed by the laws of the Province of Ontario.

The Undersigned confirms and understands that the Releasees are relying upon my covenants, warranties, acknowledgments and agreements as set out herein as a result of the Undersigned agreeing to participate in the horse racing program at The Raceway.

The Undersigned understands that by entering into this Agreement I am giving up substantial legal rights I might otherwise have against the Releasees.

The Undersigned acknowledges that he has read this Agreement thoroughly and fully understands it.

The Undersigned acknowledges and confirms that he is signing this Agreement voluntarily and without inducement or coercion. The Undersigned further confirms that he has been given the right to obtain independent legal advice and has chosen not to seek such advice prior to signing this Agreement.

Participant's Information

AGCO Number: _____ Date of Birth: _____ Phone: _____

Address: _____

Occupation: _____ Email: _____ Employer: _____

Signature of Witness

Signature of Participant (the Undersigned)

Printed Name of Witness

Printed Name of Participant

Date

Date