

TRIPLE CROWN® 2026 CONDITIONS

1. General.

Entries to the Races are received only upon the condition that the applicant (the "Applicant") will comply with the rules and regulations governing Thoroughbred horse races adopted by the state where each Race is run and the rules and regulations of each Association and will comply with and abide by any decision of the state racing officials and/or the officers of the Association regarding the interpretation and application of such rules and regulations. To the extent of any inconsistency between these conditions and the rules and regulations of the state regulatory agency in the state in which a Race is run, such rules and regulations shall control in that state for the Race. By nominating a horse (regardless of the method by which such nomination is made by Applicant or accepted by the Association), the Applicant consents and agrees to these conditions and all provisions of each Association's current application, entry form, condition book, conditions and/or any application or agreement regarding the use of stall space (the "Stall Agreement"), the terms of which are specifically incorporated herein by reference, and upon request shall execute all such applications and/or agreements before bringing any horse upon the respective Association's grounds. In the event of a conflict between these conditions and an Association's Stall Agreement, the provisions of the Association's Stall Agreement shall govern. Without limiting the generality of this paragraph, the Applicant consents and agrees to abide by all provisions of the Rules for Advertising (including, without limitation, Rules for Jockey Advertising) for each Race as promulgated by the Association hosting that Race. Furthermore, by nominating a horse (regardless of the method by which such nomination is made by Applicant or accepted by the Association), the Applicant consents to be subject to "out of competition testing" in accordance with the rules and regulations of the state regulatory agency in which a Race is run or Association house rules.

In making this application to participate in Thoroughbred racing, it is understood that an investigative report may be requested whereby information is obtained through personal interviews with third parties. The request may include information as to the Applicant's character, general reputation, personal characteristics, mode of living or such other information as may be relevant to the Applicant's integrity as a racing participant. The Applicant shall have the right to make a written request to an Association within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation.

Each Association reserves the right to start all Races with or without a stall gate starting machine. Each Association reserves the right to cancel any Race, without notice, at any time prior to the actual running thereof, without liability, except for the return by the canceling Association of fees as described herein.

In the event of cancellation of a Race or the revocation of, or refusal to accept an Applicant's nomination, entry or stall application, or denial of the right to start a Race, the Association taking such action shall return to the Applicant all entry, starting and supplemental fees received by the Association and one-third (1/3) of the nomination fee paid by the Applicant and shall have no further liability to the Applicant as a result of such action.

Each Association shall have the right to make all decisions regarding preferences and conditions with regard to its respective Race in its sole and absolute discretion and its decision shall be final.

Each Association reserves the right, in its sole and absolute dis-

cretion, to refuse, cancel or revoke any nomination or entry, stall application or Stall Agreement or the transfer thereof and reserves the right to deny the right to start in a Race, without notice to the Applicant and for any reason, including but not limited to, the Applicant's failure to fully perform or abide by all provisions and conditions hereof.

The Applicant hereby consents to and agrees that in the event any litigation is instituted which involves Churchill Downs Racetrack, the Applicant is subject to jurisdiction and venue in the courts of Jefferson County, Kentucky, and in the Federal Courts of the Western District of Kentucky. In the event any litigation is instituted which involves The Maryland Jockey Club of Baltimore City, Inc., the Applicant hereby consents to and agrees that the Applicant is subject to jurisdiction and venue in the Circuit Court for Baltimore City, and in the Federal Courts for the District of Maryland. In the event litigation is instituted which involves The New York Racing Association, Inc., the Applicant hereby consents to and agrees that the Applicant is subject to jurisdiction and venue in the Supreme Court of New York, County of Nassau, and the Federal Courts for the Eastern District of New York.

Churchill Downs Racetrack reserves the right, in its sole and absolute discretion, to accept nominations without timely payment of required nomination fees or receipt of an executed nomination form. The inclusion of a horse's name in the publicly released list of nominees to the Races shall constitute *prima facie* evidence of the Applicant's nomination, obligation to pay all nomination fees and consent to all of the terms and conditions of such nomination. The Applicant shall be responsible for payment of all fees including, without limitation, the nomination fee. The Applicant is liable to and shall reimburse Churchill Downs Racetrack for any costs, damages or expenses incurred by it, including reasonable attorneys' fees, in collecting any unpaid nomination or other fees.

2. Release and Indemnification.

In consideration of the Applicant's admission to each Association's facility, the Applicant hereby releases the Association from all claims for loss or damage of, or injury to, or death of any persons or property (including horses as well as loss of use of property) sustained by the Applicant and/or its invitees and/or the property owned or under the control of the Applicant located at the Association's facilities. The Applicant recognizes the risks of its activities to be undertaken at the Association's facilities and it has inspected and is familiar with each Association's facilities and does voluntarily and fully assume all risk of loss, injury, damage, death or destruction to any person or property. This release and assumption of risk provision shall not be effective as to any cause of loss attributable to any intentional, willful, grossly negligent, or reckless conduct of the Association (including horses as well as loss of use of property) sustained by the Applicant and/or its invitees and/or the property owned or under the control of the Applicant located at the Association's facilities.

In further consideration of the Applicant's admission to each Association's facility, the Applicant hereby agrees to indemnify and hold harmless the Association, and shall compensate and reimburse the Association for, any and all losses, damages, judgments, penalties, costs and expenses (including reasonable attorneys' fees, costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) (collectively, "Losses") asserted against, incurred, sustained or suffered by the Association as a result of (i) any breach of any representation, warranty, covenant or agreement of Applicant

set forth herein or (ii) incurred in connection with Applicant's preparation for, or participation in, any of the Association's activities. This indemnification provision shall not be effective as to any cause of loss attributable to any intentional, willful, grossly negligent, or reckless conduct of the Association (including horses as well as loss of use of property) sustained by the Applicant and/or its invitees and/or the property owned or under the control of the Applicant located at the Association's facilities.

Except as provided above, all licensees participating in racing, training, and related activities at Churchill Downs 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 release and indemnification provisions shall be construed in a manner consistent with the limitations set forth herein to be as broad and inclusive as permitted by and in a manner consistent with the laws and regulations of the Association's jurisdiction and shall be binding upon the Applicant, its successors and/or assignees. The maintenance by the Association of insurance relating to the claims released and/or indemnified hereby shall not affect the terms or interpretation of this Agreement and the Applicant agrees that any and all insurers of the Applicant, whether insurers of property, personal injury or any other loss, if their insurance policies do not already so provide, agree that they waive and will not exercise any rights of subrogation in the event of loss of or damage to the subject property, as well as the loss of use thereof, except that any waiver of subrogation will not be effective where such waiver will result in such liability policy becoming null and void. For purposes of this Agreement, the Association shall mean and include the Association and its owners, officers, directors, trustees, agents, employees, contractors, servants and licensees.

Responsibility for the maintenance of general liability and horse mortality insurance to cover the risks outlined above rests with the Applicant. Consultation with a competent insurance advisor is strongly recommended. Failure to maintain adequate insurance may subject the Applicant to the risks outlined above.

3. Reservation of Rights.

As the organizer, host and sponsor of Thoroughbred horse races, each Association hereby reserves unto itself, its agents, assigns and licensees and the Applicant hereby assigns to the Association all interest it may have in the Host Rights, as herein defined. The Host Rights shall mean the sole and exclusive right to: (a) produce, exhibit, sell, license, transfer, transmit or otherwise exploit in any manner, in whole or in part, still or motion pictures, radio and television broadcasts, interactive computer including Internet, mobile phones or any other media transmission, now known or hereafter developed and via any device, including all forms of television, home video, DVD

or other electronic sell through, downloadable, theatric and non-theatric rights, in-flight, ship-at-sea, social media, distribution to all forms of mobile and immobile devices and whether scheduled or on demand and in whatever format (whether linear, over-the-top, interactive, virtual reality, hologram, free to air, pay or otherwise) of all events which occur on the Association's property, including without limitation, all activities occurring before, during and after Thoroughbred horse races; (b) utilize the race and the results thereof, all for any purpose or use as the Association shall determine; (c) limit, prohibit or regulate the display of any commercial advertising symbols, or other identification, other than an Applicant's registered silks, in connection with any race or related activities; and (d) develop, produce and sell, by or through any licensee, goods using the Applicant's name or likeness, the name or likeness of any horse owned by the Applicant brought onto the Association's grounds, or any other identifying feature, silks, trademark or copyrighted material which is used in connection with the race. The submission of a nomination or making of an entry in any race (regardless of the method by which such nomination or entry is made by Applicant or accepted by the Association) shall mean that the Applicant consents to the above reservation of the Host Rights and consents to be photographed or to otherwise be a subject of any exploitation of the Host Rights, without remuneration except for contributions to horsemen's purses from wagering on the races as established by contract or legislation. The Applicant agrees that he has not and will not execute any documents or take any other action, which purports to assign or otherwise transfer any interest in the Host Rights or assert any claim, demand or cause of action against the Association which is inconsistent with the full and exclusive exercise by the Association of its Host Rights.

4. Definition of Applicant.

As used herein, "Applicant" shall mean and include the nominating owner(s) and the owner's agents, trainers and jockeys and their agents, heirs, representatives, successors, next of kin and assigns; provided, however, that the rights and benefits of the Applicant under this Agreement are personal and no such right or benefit shall be subject to voluntary or involuntary alienation, assignment or transfer. The person signing this Agreement on behalf of the Applicant represents, warrants and covenants that all of the above persons have agreed to the foregoing conditions and further agrees that it will deliver their written consent and agreement to such conditions upon request of the Association. The Applicant shall indemnify and hold the Association harmless from and against any Losses that may be asserted against, incurred, sustained or suffered by the Association on behalf of any person which is inconsistent with the release and indemnification provisions set forth in paragraph 2.