

NOMINATE ONLINE AT [www.thetricrowncrown.com](http://www.thetricrowncrown.com) OR USE THE TRIPLE CROWN NOMINATION FORM BELOW

# TRIPLE CROWN® NOMINATION FORM 2024

PLEASE PRINT CLEARLY • FEE MUST ACCOMPANY FORM

OWNER (AS YOU WISH TO APPEAR IN OFFICIAL PUBLICATIONS):

OWNER EMAIL:

PHONE: (      )

PERMANENT ADDRESS:

CITY:

STATE:

ZIP:

TRAINER:

PHONE: (      )

TRAINER EMAIL:

NAME OF HORSE	COLOR	SEX	AGE	SIRE	DAM	BREEDER NAME	STATE BRED
			3				
			3				
			3				
			3				

SIGN HERE

I NOMINATE THE ABOVE-DESCRIBED HORSE(S) SUBJECT TO THE CONDITIONS ESTABLISHED BY EACH OF THE ASSOCIATIONS FOR ITS RACE AND THE CONDITIONS PRINTED ON THE REVERSE OF THIS FORM, ALL OF WHICH ARE SPECIFICALLY INCORPORATED HEREIN BY REFERENCE. I HAVE READ AND UNDERSTAND THE RELEASE PROVISIONS INCLUDED IN SUCH CONDITIONS.

SIGNATURE \_\_\_\_\_

NOTE: OWNER OR AUTHORIZED, UNQUALIFIED AND UNLIMITED AGENT MUST SIGN THIS FORM FOR THE NOMINATION TO BE VALID (INCLUDING TRAINER, IF AUTHORIZED). SIGNOR EXECUTES THIS FORM AND ACKNOWLEDGES THE CONDITIONS ATTACHED ON BEHALF OF HIM OR HERSELF, AND ON BEHALF OF ALL CONNECTIONS OF ASSOCIATED HORSE(S).

Owner     Syndicate Manager     Authorized Agent

Phone: (      ) \_\_\_\_\_

PAYMENT METHOD

Visa     MasterCard     American Express

Discover     Check or Money Order  
(Please, No Currency)

Amount Enclosed \$ \_\_\_\_\_ (U.S.)

Cardholder: \_\_\_\_\_

Card Account Number (Please list all numbers on card)

\_\_\_\_\_

Month - Year

-

Expiration Date

Customer Signature

## NOMINATION FEE & DEADLINE

POSTMARKED BY JANUARY 29, 2024 - \$600 - ALL NOMINATIONS MUST BE PAID AT THE TIME OF NOMINATION  
FROM JANUARY 30 THROUGH APRIL 1, 2024 - \$6,000 - DUE AT TIME OF NOMINATING

# THE TRIPLE CROWN®

Nominations to each and all of the Triple Crown races, being The Kentucky Derby, The Preakness Stakes and The Belmont Stakes (collectively, the "Races", and each individually a "Race") may be made by payment of a single nomination fee to Churchill Downs Racetrack, LLC ("CDRT"), as agent for CDRT, The Maryland Jockey Club of Baltimore City, Inc. and The New York Racing Association, Inc. (collectively, the "Associations" and each an "Association"). The nomination fee for nominations postmarked or hand delivered, as provided below, or entered via the internet at [www.thetricrowncrown.com](http://www.thetricrowncrown.com) (the "Internet"), by 11:59 pm EST on January 29, 2024, is \$600. The nomination fee for nominations postmarked or hand delivered, as provided below, or entered via the Internet, as provided above, from January 30 through April 1, 2024 is \$6,000. Horses nominated on or before April 1, 2024, shall be considered original nominees ("Original Nominees"). At any time after April 1, 2024, but prior to the Closing (as defined below) for The Kentucky Derby, additional nominations to all three Races may be made upon payment of a supplementary fee of \$200,000 to CDRT or a \$50,000 supplement may be made for just the Kentucky Derby.

Following the running of The Kentucky Derby, horses may be nominated at any time prior to Closing for The Preakness Stakes or The Belmont Stakes. The supplementary fee payable for such nomination shall be \$150,000 payable to The Maryland Jockey Club of Baltimore City, Inc. for supplemental nomination to The Preakness Stakes and The Belmont Stakes or \$50,000 payable to The New York Racing Association, Inc. for supplemental nomination to The Belmont Stakes only. If such supplementary fee is refunded due to the exclusion of a horse from a Race, then the nomination of such horse for any subsequent Race(s) shall also be invalidated. All supplemental fees will be included in the purse distribution for the Race run by the Association to which the supplemental nomination is paid, unless otherwise specified in the specific Race rules below. The ability of horses nominated by payment of the foregoing supplementary fees ("Supplemental Nominees") to enter any Race will be determined in accordance with the conditions of that Race. All nominees, original, supplementary or otherwise, will be required to pay the applicable entry and starting fees for the Race or Races in which they participate before they may start.

# THE KENTUCKY DERBY®

**\$5,000,000 GUARANTEED MINIMUM GROSS (GRADE I) • To Be Run Saturday May 4, 2024 • One Mile and a Quarter**

The administration of Furosemide (Lasix) will NOT be permitted within 48 hours of post-time. The Kentucky Derby will be conducted in accordance with any and all of CDRT's rights, regulations, and house rules as well, as to the extent applicable, under the Horse Racing Integrity and Safety's Anti-Doping and Medication Control rules and regulations in conjunction with Kentucky Horse Racing Commission. For three-year-olds, with an entry fee of \$25,000 each and a starting fee of \$25,000 each. A minimum \$500 jockey mount fee will apply to starters that finish beyond third place. Supplemental nominations may be made upon payment of \$200,000 to all three races and in accordance with the rules set forth herein or \$50,000 supplement for the Kentucky Derby Only (all supplements are required to pay entry and starting fee). CDRT shall guarantee a minimum gross purse of \$5,000,000 (the "Guaranteed Purse"). The winner shall receive \$3,100,000, second place shall receive \$1,000,000, third place shall receive \$500,000, fourth place shall receive \$250,000 and fifth place shall receive \$150,000 from the Guaranteed Purse (the Guaranteed Purse to each place to be divided equally in the event of a dead heat). Starters shall be named through the entry box on the designated date and time published in the Condition Book (the "Closing"). CDRT, in its sole and absolute discretion, may set the number of starters up to a maximum of twenty (20) and the number of horses that are also-eligible to start up to a maximum of four (4). Colts and Geldings shall each carry a weight of one hundred twenty-six (126) pounds; Fillies shall each carry one hundred twenty-one (121) pounds. Supplemental Nominees may enter and will be treated equal to any Original Nominee without preference of one over the other. If the number of nominees exceeds the number of available starting positions and also-eligible positions set by CDRT (the "Number of Starting and AE Positions") at the Closing, these conditions shall be applied to determine which nominees will be allowed to start and which nominees will be designated as also-eligible to start. In the event that more than the Number of Starting and AE Positions pass through the entry box at the Closing, the starters and also-eligible horses shall be determined at the Closing from Original Nominees and Supplemental Nominees if starting and/or also-eligible positions are still available, with preference given to those horses that have accumulated the most points pursuant to the Road to the Kentucky Derby Point System. For purposes of this preference, the Road to the Kentucky Derby Point System shall mean the point values assigned to the first five finishing positions in each race comprising the Road to the Kentucky Derby as published by CDRT. Points in the Road to the Kentucky Derby races will only be awarded to horses who: 1) compete without administration of Furosemide (Lasix) within 48 hours of such Road to the Kentucky Derby race; 2) are in compliance with these conditions; and 3) are not trained by any individual who is suspended from racing in the 2024 Kentucky Derby or any trainer directly or indirectly employed, supervised, or advised by a suspended trainer (each considered a "Suspended Trainer"). Should a horse trained by a Suspended Trainer finish in a position that would have earned points in a Road to the Kentucky Derby race, the points associated with that finish will be vacated. Horses under the care of any Suspended Trainer may be transferred to a non-Suspended Trainer and become eligible for earning points in a Road to the Kentucky Derby race on a forward-looking basis so long as the transfer is complete by January 29, 2024. Additionally, if a regulatory body notifies the connections of any horse nominated for the Triple Crown or Kentucky Derby that earned points in a Road to the Kentucky Derby race of a positive drug test or other medication violation that could result in disqualification from the Road to the Kentucky Derby race, any points from that race will be revoked until and unless it is determined that no violation occurred through a final regulatory or judicial determination prior to the running of the Kentucky Derby. Connections of any horse nominated for the Triple Crown or Kentucky Derby must promptly notify CDRT upon learning of any positive drug test or medication violation whether the violation occurred (i) in a Road to the Kentucky Derby race or not, or (ii) prior to or following submission of this nomination form. Failure to provide prompt notification shall result in revocation of points or eligibility for the Kentucky Derby. Notwithstanding the foregoing, CDRT may, in its sole discretion, allocate one or more starting and/or also-eligible positions or otherwise give preference to winners of a designated race or races provided, however, that any such designated race or races may not include restrictive provisions relative to which a horse may enter such race or races, other than by sex or age. In the event of any ties resulting from the Road to the Kentucky Derby Point System or should additional horses be needed to bring the field to the Number of Starting and AE Positions, the remaining starters and also-eligible horses shall be determined at the Closing with preference given to those horses that have accumulated the highest earnings in non-restricted sweepstakes. For purposes of this preference, a "non-restricted sweepstakes" shall mean those sweepstakes whose conditions contain no restrictions other than that of age or sex. In the case of remaining ties resulting from preferences or otherwise, the additional starter(s)

and/or also-eligible horses shall be determined by lifetime earnings. In the case of remaining ties resulting from preferences or otherwise, the additional starter(s) and/or also-eligible horses shall be determined by lot. Furthermore, pursuant to rules published by CDRT, including, but not limited to nomination fee requirements, one invitation to compete in the Kentucky Derby will be extended, with preference given to the top five-point earning horses in the "European Road to the Kentucky Derby" series. If a "European Road to the Kentucky Derby" top five-point earning horse qualifies through America's "Road to the Kentucky Derby" series, which includes the UAE Derby, this invitation may be extended to the next eligible European Road to the Kentucky Derby top five-point earning horse. Provided no European Road to the Kentucky Derby top five-point earning horse accepts the invitation, CDRT reserves the right to offer one invitation to a horse from Europe whose performance in Group races in Europe has been exceptional, in CDRT's sole discretion. In the event of any ties resulting from the "European Road to the Kentucky Derby" Point System, preference will be given to the starter that has accumulated the highest earnings in non-restricted sweepstakes as of April 13, 2024. In the case of remaining ties with non-restricted sweepstakes, preference will be given to the starter that has accumulated the highest lifetime earnings as of April 13, 2024. In the case of remaining ties with non-restricted sweepstakes and lifetime earnings, the starter shall be determined by lot. Furthermore, pursuant to rules published by CDRT, including, but not limited to nomination fee requirements, one invitation to compete in the Kentucky Derby will be extended to a horse from Japan selected from the horses earning the most points in the "Japan Road to the Kentucky Derby" series. If a horse in the "Japan Road to the Kentucky Derby" leaderboard qualifies through America's "Road to the Kentucky Derby" series, which includes the UAE Derby, that horse will be removed from the "Japan Road to the Kentucky Derby" leaderboard and this invitation may be extended to the next eligible horse on the "Japan Road to the Kentucky Derby" leaderboard. If the connections of the top five (5) horses on the "Japan Road to the Kentucky Derby" leaderboard do not accept the invitation or nominate such horse(s) to become eligible to compete, CDRT reserves the right to offer one invitation to a Japanese trained or registered horse whose performance in Group races has been exceptional, at CDRT's sole discretion. In the event of any ties resulting from the "Japan Road to the Kentucky Derby" Point System, preference will be given to the starter that has accumulated the highest lifetime earnings as of April 13, 2024. In the case of remaining ties with lifetime earnings, the starter shall be determined by lot. Complete rules related to "Japan Road to the Kentucky Derby" are available on [KentuckyDerby.com](https://www.kentuckyderby.com). Any horse excluded from running because of the aforementioned preference(s) shall be refunded the \$25,000 entry fee, or any supplemental fee, if applicable. After the Closing, CDRT shall designate in order of preference the nominees that are also-eligible to start in accordance with these conditions ("Also Eligible Horses"). If a starter is scratched from the Kentucky Derby before 9:00 a.m. (Eastern Daylight Time) on Friday, May 3, 2024 ("Scratch Deadline"), then the Also Eligible Horse with the highest preference (if any) as determined by these conditions shall become a starter. **All starters and Also Eligible Horses must be stabled at Churchill Downs Race Track by 11:00 a.m. Eastern Daylight Time on Saturday, April 27, 2024.** Post positions shall be determined by a nontransferable lot number being drawn for each horse named as a starter at the Closing. The lot number drawn for each starter shall determine the post position of such starter. Notwithstanding the foregoing, CDRT may elect to use an alternate method of determining post positions, provided such method has been approved by the Kentucky Horse Racing Commission. Horses having common ties through ownership or training shall each be treated separately for purposes of determining post position. In the event of one or more scratches after the determination of post positions and prior to the Scratch Deadline, then (i) starters with post positions higher than the post position of the scratched starter will be moved to the next lowest empty post position (i.e., toward the inside rail of the race track) and (ii) the Also Eligible Horse that becomes a starter (if any) will receive the lowest post position available after the post positions of the other starters have been moved as provided above. In the event one or more scratches occur after the Scratch Deadline, no Also Eligible Horses will be permitted to start and the post positions shall be moved, without changing the order of the starters, as determined by the stewards and CDRT to be in the best interests of the safety of the race participants. Post positions shall be moved for each scratch that occurs so that there are no empty post positions in-between horses at the start of the Kentucky Derby. Detailed rules governing the post-position draw process are available from CDRT's Racing Secretary's office and will be distributed prior to the Closing. These rules shall control. The owner of the winner of the Race shall receive a gold trophy and trophies will be presented to the winning breeder, trainer and jockey.

149th Running of

# THE PREAKNESS STAKES®

\$1,500,000 GUARANTEED (GRADE I) • To Be Run Saturday May 18, 2024 • One Mile and a Three-Sixteenths

The administration of Furosemide (Lasix) will NOT be permitted within 48 hours of post time. For three-year-olds, \$15,000 to pass the entry box, starters to pay \$15,000 additional. Supplemental nominations may be made in accordance with the rules, upon payment of \$150,000, 60% of the purse to the winner, 20% to second, 11% to third, 6% to fourth and 3% to fifth. Weight 126 pounds for Colts and Geldings, 121 pounds for Fillies. Starters to be named at the closing time of entries. The Preakness field will be limited to fourteen (14) starters and the number of horses that are also-eligible to start up to a maximum of two (2) and shall be determined on the day of the Closing. If more than fourteen (14) horses and also-eligible positions are properly nominated and pass through the entry box by the Closing, the starters will be determined at the Closing with the first seven (7) horses given preference by accumulating the highest lifetime earnings in Graded Stakes. The graded status of each race shall be the graded status assigned to the race by the International Cataloguing Standards Committee in Part 1 of the International Cataloguing Standards as published by The Jockey Club Information Systems, Inc. each year. The next four (4) starters will be determined by accumulating the highest lifetime earnings in all "non-restricted" stakes, which means those stakes whose conditions contain no restrictions other than that of age or sex. The remaining five (5) starters and also-eligibles shall be determined by accumulating the highest lifetime earnings in all races. Should this preference produce any ties, the additional starter(s) and/or also-eligibles shall be determined by lot. In application of the foregoing rule, each horse will be separately considered without regard to identity of its owner and no distinction will be made between Original Nominees and Supplemental Nominees. The foregoing conditions notwithstanding, no horse which earns purse money in The Kentucky Derby shall be denied the opportunity to enter

and start in The Preakness Stakes. Any winner of the "WIN TODAY, SEE YOU IN MAY" stakes will have an automatic entry into The Preakness Stakes. Horses must be Triple Crown Nominated. If a starter is scratched from The Preakness before 9:00 a.m. (Baltimore, MD time) on Friday, May 17, 2024 ("Scratch Deadline"), then the Also-Eligible Horse with the highest preference (if any) as determined by these conditions shall become a starter. Post positions shall be determined by a nontransferable lot number being drawn for each horse named as a starter at the Closing. The lot number drawn for each starter shall determine the post position of such starter. Horses having common ties through ownership or training shall each be treated separately for purposes of determining post position. In the event of one or more scratches after the determination of post positions, then (i) starters with post positions higher than the post position of the scratched starter will be moved to the next lowest empty post position (i.e., toward the inside rail of the race track) and (ii) if a scratch occurs prior to the Scratch Deadline, the Also-Eligible Horse that becomes a starter (if any) will receive the lowest post position available after the post positions of the other starters have been moved as provided above. Post positions shall be moved for each scratch that occurs so that there are no empty post positions in-between horses at the start of The Preakness. All Preakness starters and also eligible horses must be stabled at Pimlico Race Course by 12:00 noon (Eastern Daylight Time) on Wednesday, May 15, 2024. If the above rules described result in the exclusion of any horse and/or also-eligible, the \$15,000 entry fee and any supplementary fee paid to The Maryland Jockey Club of Baltimore City, Inc., if applicable, will be refunded to the owner of such horse. A replica of the Woodlawn Vase will be presented to the winning owner to remain his or her personal property.

156th Running at Saratoga of

# THE BELMONT STAKES®

\$2,000,000 (GRADE I) • To Be Run Saturday June 8, 2024 • One Mile and a One Quarter

The administration of Furosemide (Lasix) will NOT be permitted within 48 hours of post time. For three-year-olds, \$15,000 to pass the entry box and \$15,000 additional, to start. At any time prior to the closing time of entries, horses may be nominated to The Belmont Stakes upon payment of a supplemental fee of \$50,000 to The New York Racing Association, Inc. All entrants will be required to pay entry and starting fees; but, no fees, supplemental or otherwise, shall be added to the purse. The purse for The Belmont Stakes shall be two million dollars (\$2,000,000.00) divided as follows: \$1,200,000 to the winner, \$360,000 to the second place finisher, \$200,000 to the third place finisher, \$100,000 to the fourth place finisher, \$60,000 to the fifth place finisher, \$40,000 to the sixth place finisher, \$20,000 to the seventh place finisher and \$20,000 to the eighth place finisher. Colts and Geldings, 126 lbs. Fillies, 121 lbs. Starters to be named at the closing time of entries. The Belmont field will be limited to fourteen (14) starters. In the event more than 14 entries pass through the entry box at the closing, the starters will be determined at the closing with the first six (6) starters given preference by accumulating the highest earnings in Graded Sweepstakes at a mile or over. For purposes of this preference, the graded status of each race shall be the Grade assigned by the International

Cataloguing Standards Committee in Part 1 of The International Cataloguing Standards as published annually by The Jockey Club Information Systems, Incorporated. The next four (4) starters will be determined by accumulating the highest earnings in all non-restricted sweep-stakes. "Non-restricted sweepstakes" shall mean those sweepstakes whose conditions contain non-restrictions other than age or sex. The remaining four (4) starters shall be selected by the Belmont Stakes Selection Committee (Original Triple Crown nominees preferred). If the rules described result in the exclusion of any horse, the \$15,000 entry fee and any supplementary fee paid to The New York Racing Association, Inc, if applicable, will be refunded to the owner of said horse. The above conditions notwithstanding, any horse, which earns purse money in either The Kentucky Derby or The Preakness Stakes shall be included in the initial eight (8) starters of The Belmont Stakes. All Belmont Stakes starters must be on the Saratoga Grounds by 12:00 noon (Eastern Daylight Time) on Wednesday, June 5, 2024. The winning owner will be presented with the August Belmont Memorial Cup, to be retained for one year, as well as a trophy for permanent possession and trophies to the winning trainer and jockey.

# TRIPLE CROWN® 2024 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.

Nominate online at [www.thetriplecrown.com](http://www.thetriplecrown.com)

Make checks payable to: Churchill Downs Racetrack

Please return original form with payment.

Make copy of form (front and back) for your file.

Send to: Kelly Danner, Churchill Downs Racing Office

700 Central Avenue • Louisville, KY 40208 • Phone (502) 638-3825

NOMINATION RECEIVED BY:

OFFICIAL USE ONLY