To check eligibility, nominate a racehorse or pre-enter into any of the Breeders' Cup World Championships races, please visit members.breederscup.com.



# **Breeders' Cup World Championships**

## **Pre-Entry Deadline**

October 21, 2024 at 12 noon (PDT)

### **US\$30 Million Guaranteed**

plus additional US\$1.6 million in Nominator Awards

All starters based outside of California will receive a travel award. US\$10,000 North America, US\$40,000 International.

### **ONLINE PRE-ENTRY AVAILABLE OCTOBER 1**

Breeders' Cup World Championships, November 1-2, 2024\*

Future Stars Friday – Two Year Old Championships	Age	Sex	Distance	(Meters)	Surface	Purse	Starters
Breeders' Cup JuvenileTurf Sprint (GI)	2YO	Open	5 Furlongs	(1000m)	Turf	\$1,000,000	12
FanDuel Breeders' Cup Juvenile (GI)	2YO	C&G	1 1/16 Miles	(1700m)	Dirt	\$2,000,000	14
Breeders' Cup JuvenileTurf (GI)	2YO	C&G	1 Mile	(1600m)	Turf	\$1,000,000	
NetJets Breeders' Cup Juvenile Fillies (GI)	2YO	F	1 1/16 Miles	(1700m)	Dirt	\$2,000,000	14
John Deere Breeders' Cup Juvenile Fillies Turf (GI)	2YO	F	1 Mile	(1600m)	Turf	\$1,000,000	14
Three Year Old & Up Championship Races (Fillies & Mares)	Age	Sex	Distance	(Meters)	Surface	Purse	Starters
PNC Bank Breeders' Cup Filly & Mare Sprint (GI)	3YO&UP	F&M	7 Furlongs	(1400m)	Dirt	\$1,000,000	14
Maker's Mark Breeders' Cup Filly & MareTurf (GI)	3YO&UP	F&M	1 3/8 Miles	(2200m)	Turf	\$2,000,000	14
Longines Breeders' Cup Distaff (GI)	3YO&UP	F&M	1 1/8 Miles	(1800m)	Dirt	\$2,000,000	14
Three Year Old & Up Championship							
Races on the Turf (Open)	Age	Sex	Distance	(Meters)	Surface	Purse	Starters
Prevagen Breeders' CupTurf Sprint (GI)	3YO&UP	Open	5 Furlongs	(1000m)	Turf	\$1,000,000	12
FanDuel Breeders' Cup Mile (GI)	3YO&UP	Open	1 Mile	(1600m)	Turf	\$2,000,000	14
Longines Breeders' CupTurf (GI)	3YO&UP	Open	1 1/2 Miles	(2400m)	Turf	\$5,000,000	14
Three Year Old & Up Championship	A a	Carr	Dieteres	(NAstaus)	Confess	Deves	Ctautaua
Races on the Dirt (Open)	Age	Sex	Distance	(Meters)	Surface	rurse	Starters
Breeders' Cup Sprint (GI)	3YO&UP	•	6 Furlongs	(1200m)	Dirt	\$2,000,000	14
Big Ass Fans Breeders' Cup Dirt Mile (GI)		•	1 Mile	(1600m)	Dirt	\$1,000,000	
Longines Breeders' Cup Classic (GI)	3YO&UP	_	1 1/4 Miles	(2000m)	Dirt	\$7,000,000	14

<sup>\*</sup>Weights and conditions for the Breeders' Cup World Championships may be found in the 2024 Horsemen's Information Guide.
For information on Del Mar undercard races with purses and awards totaling \$1.5 million, please contact Del Mar Racing Office (858) 792-4230.

## **Breeders' Cup World Championships Pre-Entry Form Instructions**

Pre-Entry Fee Due Monday, October 21, 2024 at 12:00 noon (PDT)

Breeders' Cup World Championships, November 1-2, 2024

#### Instructions

- 1. All horses pre-entering any of the Breeders' Cup World Championships races MUST be nominated to the Breeders' Cup either as a foal or a racehorse prior to pre-entry, Monday, October 21, 2024. Horses NOT nominated to the Breeders' Cup program may be nominated by the payment of a \$100,000 (US Dollars) or \$200,000 (US Dollars) Horses of Racing Age nomination fee as set forth in the 2024 Horsemen's Information Guide. The pre-entry and entry fees are shown below for nominated horses. To check a horses' eligibility or to nominate as a Horse of Racing Age online please visit members.breederscup.com or call Breeders' Cup Racing at (859) 514-9422.
- 2. A horse may be pre-entered in a maximum of two of the Breeders' Cup World Championships races. Please indicate the race of first choice for your horse by placing a "1" in the box under the race name. If you wish to pre-enter your horse in an additional race, indicate your second choice with a "2" in the appropriate box. If a horse is pre-entered for more than one race, the required pre-entry payment must be for the race of the greatest value, regardless of whether that is the race of first choice. ALL races MUST be designated in order of choice at the time of pre-entry.
- 3. The pre-entry fee must accompany the pre-entry form and must be in U.S. dollars. The entry fees indicated below are for your information and are due at the time of actual entry-10:00 am (PDT) on Monday, October 28, 2024, in the Breeders' Cup Racing Office located at Del Mar only. Breeders' Cup Challenge winners and horses with Dirt Dozen Bonus credits will have fees credited to the owner's horsemen's
- 4. The rules and regulations for Breeders' Cup World Championships races are printed on the reverse side of the pre-entry form and contained in the 2024 Horsemen's Information Guide. All horses must be in compliance with the Breeders' Cup Condition of Integrity, see Rule #7 on back of the pre-entry form.
- 5. Pre-enter on-line at members.breederscup.com or you may sign and complete the enclosed form to pre-enter a horse for the Breeders' Cup World Championships race. Keep a copy for your records and deliver the original to one of the following authorized agent along with the appropriate pre-entry fee by the above date and time. An official acceptance of pre-entry will be emailed to you.

### PRE-ENTER ONLINE AT MEMBERS.BREEDERSCUP.COM

Delivered On or Before October 18:	Delivered After October 18:					
Breeders' Cup Racing Office 215 W. Main Street, Suite 250, Lexington, KY 40507 U.S.A. E-mail: racing@breederscup.com Telephone & Text: (859) 514-9422	Breeders' Cup Racing Office at Del Mar 2260 Jimmy Durante Blvd., Del Mar, CA 92014 U.S.A. E-mail: racing@breederscup.com Telephone & Text: (859) 514-9422					
France GALOP Fiona Villion, E-mail: fvillion@france-galop.com or Frederic Larraun, E-mail: flarraun@france-galop.com Telephone: 33-1-4910-2146	Weatherbys Andrew Dutton Telephone: 44-1933-440077, Fax: 44-1933-440807 E-mail: RacingOps@weatherbys.co.uk					
Horse Racing Ireland Richard Shaw, E-mail: entries@hri.ie Telephone: 353-45-455-422, Fax: 353-45-455-423						

#### Wire Transfer Information

Wiring Instructions for Del Mar ABA # 026009593 Bank of America San Diego Commercial Banking #1450 450 B Street San Diego, CA 92101

**Del Mar Race Meeting Trust** For international wires use **SWIFT #BOFAUS3N** 

Credit to: ACCT 1459473815

Please provide Horsemen's account name & Horse name(s)

Very Important | After completing your wire transfer to Del Mar, please contact the Paymaster, to verify your wire transfer has been received by the bank; E-mail: Vicki@dmtc.com (858) 794-1034.

Curfosa Pro Entry

#### 6. Fee Schedule

Pre-Entry Fees – Due Mon., October 21, 2024, 12 noon (PDT) Entry Fees – Due Mon., October 28, 2024, 10:00 am (PDT)

Cav

<u>Kace</u>	<u>Age</u>	<u>Sex</u>	Distance	Surrace	Pre-Entry	<u>Entry</u> =	iotal rees
Breeders' Cup Juvenile Turf Sprint (GI)	2YO	Open	5 Furlongs	Turf	\$15,000	\$15,000	\$30,000
Breeders' Cup Juvenile (Gr. I)	2YO	C&G	1 1/16 Miles	Dirt	\$30,000	\$30,000	\$60,000
Breeders' Cup Juvenile Turf (Gr. I)	2YO	C&G	1 Mile	Turf	\$15,000	\$15,000	\$30,000
Breeders' Cup Juvenile Fillies (Gr. I)	2YO	F	1 1/16 Miles	Dirt	\$30,000	\$30,000	\$60,000
Breeders' Cup Juvenile FilliesTurf (Gr. I)	2YO	F	1 Mile	Turf	\$15,000	\$15,000	\$30,000
Breeders' Cup Filly & Mare Sprint (Gr. I)	3YO & UP	F&M	7 Furlongs	Dirt	\$15,000	\$15,000	\$30,000
Breeders' Cup Filly & Mare Sprint (Gr. I)  Breeders' Cup Filly & MareTurf (Gr. I)	3YO & UP	F&M	1 3/8 Miles	Turf	\$30,000	\$30,000	\$60,000
Breeders' Cup Distaff (Gr. I)	3YO & UP	F&M	1 1/8 Miles	Dirt	\$30,000	\$30,000	\$60,000
Breeders' Cup Turf Sprint (Gr. I)	3YO & UP	Open	5 Furlongs	Turf	\$15,000	\$15,000	\$30,000
Breeders' Cup Mile (Gr. I)	3YO & UP	Open	1 Mile	Turf	\$30,000	\$30,000	\$60,000
Breeders' Cup Turf (Gr. I)	3YO & UP	Open	1 1/2 Miles	Turf	\$62,500	\$62,500	\$125,000
Breeders' Cup Dirt Mile (Gr. I)	3YO & UP	Open	1 Mile	Dirt	\$15,000	\$15,000	\$30,000
Breeders' Cup Sprint (Gr. I)	3YO & UP	Open	6 Furlongs	Dirt	\$30,000	\$30,000	\$60,000
Breeders' Cup Classic (Gr. I)	3YO & UP	Open	1 1/4 Miles	Dirt	\$75,000	\$75,000	\$150,000



# 2024 Breeders' Cup World Championships Pre-Entry Form

Pre-Entry Deadline 12 noon (PDT), Monday, October 21, 2024 Breeders' Cup World Championships, November 1-2, 2024

Final race order is subject to change. Please type or print clearly.

Indicate your choice (i.e. 1 for race of first choice, 2 for race of second choice). You may pre-enter no more than two races.										vo races.							
FRI	Juvenile	Juvenile Fillies	venile Fillies Juvenile Fillies Juvenile Fillies Turf		Juvenile <sup>*</sup>					Covered Horses are prohibited from receiving Las (furosemide) within 48 hours of their Post Time.							
SAT	Classic	Dirt Mile	Distaff		Filly & M Sprint	are	Filly & Mare Turf		re	IV	lile (Turf)	Sprii	nt	Turf	Turf Sprint		
Н	orse:					Cold	or:	Sex:	Age	:	Sire:						
										F	Dam:						
C	urrently Stabl	ed/Barn #:	Gr	room N	ame:	 <b>::</b>					Dam's Sire:						
											State or Country Bred:						
Trainer Name: Trainer's						\ddress:					<u>-</u>						
Tr	ainer's Mobile	tant Nam	Name:					Trainer's E-mail Address:									
(P	Please list racii	ng entity as it s	racing pr	g program).													
R	acing Entity:	<b>→</b>													<del></del>		
	Owners	(List each owne	er & %)		U.S.	Tax F	Repo	orting :	#	Address, Mobile & E-mail							
Tentative Jockey: Jo						Jeog a Mahila					Jockey's Address:						
16	illative Jocke	JUCKEY S	ey's Mobile:					outress.									
C	olors Descript	tion (Provide pic	ture if ava	ailable).	Photo ma	ay be	e-m	nailed to	o: Cou	ırt	ney@breede	erscup	.com				
		Body:															
		7															
1	/	Sleeves:	Sleeves:														
L																	
Acceptance of Offer to Pre-Enter  I accept this offer to pre-enter the above described horse and, by execution of this Pre-Entry Form, agree on behalf of the undersigned, all Owners of above described horse, the trainers, jockeys, grooms, servants, employees, agents and invitees of the undersigned and Owners of the above described horse, and their heirs, representatives, successors and assigns (collectively "Owner Parties"), to be bound by the conditions printed on both sides of this document. I further represent that I am authorized to enter into this agreement on behalf of all Owner Parties. In consideration, I have enclosed the pre-entry fee of an amount of U.S. Dollars as noted on page 2 of this form (if required) for the purse for the race of greatest value and have declared all choices in their designated order. Make check payable to Del Mar Thoroughbred Club. If paying by credit card, please call the BC Racing Office at (859) 514-9422. The pre-entry fee is refundable, in part, if the described horse is sentered in a 2024 Breeders' Cup World Championships race of lesser value than the race for which the maximum pre-entry fee was paid. The pre-entry fee is completely refundable only if the described horse is not selected by the Breeders' Cup Racing Directors/Secretaries Panel to enter the race of first choice or in the event of the horse's sickness or disability as certified by the track or state veterinarian, or other veterinarian certification acceptable to Breeders' Cup Limited, or the horse is scratched by the Signature of Owner or Authorized Agent of Owner, which agency is not qualified or limited.  **Date**  **Contact Phone**  **Signature of Owner or Authorized Agent of Owner, which agency is not qualified or limited.**  **Date**  **Date**  **Contact Phone**  **Date**  **Signature of Owner or Authorized Agent of Owner, which agency is not qualified or limited.**  **Date**  **Date**  **Date**  **Date**  **Contact Phone**  **Date**  **Date**  **Date**  **Date**  **Date**  **Date**  **Date**  **Date**																	
S	ignature	ignature of Receiving A	gent														
С	heck #:	5 5	Hor	rsemen	ı's Bo	ook:			Challenge Winne			Winner:	Dirt Dozen:				
Wire Confirmation: Credit Card:																	

#### November 1-2, 2024 Breeders' Cup World Championships Rules and Regulations

- 1. Pre-entry and entry fees are accepted subject to approval by Breeders' Cup Limited ("BCL"), in BCL's sole and absolute discretion. The propriety of the amount of the enclosed fee will be determined by BCL and pre-entry and entry fees if determined to be other than that which accompanies this document shall be paid in full before a horse is permitted to start in a Breeders' Cup World Championships ("BCWC") race. Pre-entry and entry fees will not be added to purses but will become the property of BCL. BCWC purses will be distributed in accordance with the information as set forth in the 2024 BCL Horsemen's Information Guide, which is expressly incorporated herein in its entirety and as now or hereinafter in effect, and in accordance with applicable law.
- 2. Horses which start in any BCWC race will earn a foal nominator award that will be paid to the person who nominated the horse. A stallion nominator award will be paid to the person who nominated the sire of the horse to BCL. Stallion nominator awards will be paid to nominators under the International BCL program in accordance with the rules of that program, which are expressly incorporated herein in their entirety as they may be now or hereinafter in effect. Nominator in this sense means registering the horse or sire in the BCL program and does not mean pre-entry or entry in BCWC races. Nominator awards shall not be transferable without prior written authorization of BCL. Purses and nominator awards shall be distributed after certification that the purse is distributable. Purses shall be distributed by the host track and nominator awards shall be distributed by BCL after all post-race testing has been cleared.
- 3. Pre-entry and entry in BCWC races are received only upon the condition of compliance with the applicable rules and regulations governing Thoroughbred horse races adopted by the state or other regulatory authority where the races are run, the rules and regulations of the track, the rules and regulations of BCL and compliance with any decision of the state regulatory officials and/or officers of the track and/or BCL, regarding the interpretation and application of their respective rules and regulations. BCL shall have no liability for the actions of any officials or employees of any such track or for any matter under the control of such track, its officials or employees. Purses shall be payable to the rightful parties recognized as such by state regulatory officials. All other amounts, including, without limitation, travel or other awards or incentives, are awarded in the sole discretion of BCL.
- 4. A horse entered in a BCWC race may be scratched by authorized regulatory officials if (i) such horse's equipment malfunctions, is damaged or lost and cannot be remedied within sufficient time, in the judgment of authorized regulatory officials, to allow the race in which such horse is entered to start at post time for such race or (ii) if any other unavoidable event occurs with respect to a horse entered in a BCWC race, or to its jockey, which cannot be remedied within sufficient time, in the judgment of authorized regulatory officials, to allow the race in which such horse or jockey is scheduled to participate to start at post time for such race. In the event of a scratch under such circumstances, the pre-entry fee and entry fee due at entry which were paid in respect of such horse may, in the sole and absolute discretion of BCL, be refunded. Owner recognizes and agrees that the authorized regulatory officials have the final authority regarding official scratches and waives any claims against BCL related thereto.
- 5. BCWC races are limited to 14 starters, and in some cases 12 starters. A horse may not double-enter BCWC races. Entries will be selected in accordance with the BCL Field Selection System or by such other method as BCL may determine in its sole and absolute discretion. The BCL Field Selection System is set forth in the 2024 BCL Horsemen's Information Guide and is expressly incorporated herein as such rules may be now or hereinafter in effect. BCL reserves the right to transfer any turf race to the main course and to modify the distance of any race to accommodate the track selected for every race. BCL reserves the right to cancel any, or all, BCWC races without notice prior to the actual running thereof, without liability, except for the return of pre-entry and entry fees. Entries must satisfy the minimum entry qualifications of BCL as set forth in the 2024 BCL Horsemen's Information Guide and expressly incorporated herein as now or hereinafter in effect.
- 6. BCL eligible or nominated horses are subject to out-of-competition ("OOC") testing at any time. Sampling and/or testing may be performed by any applicable regulatory authority in the jurisdiction(s) where a horse may be located, by the Horseracing Integrity and Welfare Unit ("HIWU"), by international regulatory authorities in cooperation with HIWU, or by any delegee of any of the foregoing. This testing will be in accordance with the applicable rules which may include the Horseracing Integrity and Authority, Inc.'s ("HISA") rules. The Breeders' Cup OOC testing will be performed by The Kenneth L. Maddy Equine Analytical Chemistry Laboratory at UC Davis or such other laboratory or alboratory or the applicable regulatory authority may direct. All routine testing meets or exceeds the protocols established by HISA and/or HIWU and is required by BCWC to ensure that the highest possible level of testing is performed on all samples and to preserve and protect the integrity and reputation of the BCWC. HIWU or its designee conducts OOC testing in accordance with HISA rules, expressly incorporated herein as the same may be now or hereinafter in effect, including without limitation HISA Rules 3132 (Authority To Test), 3135 (Ownership of Samples), and 3137 (Purpose of Sample Analysis).
- 7. BCL's Condition of Integrity is in full effect: (A) If any connection of a pre-entered horse has been notified by a regulatory body, racetrack, or racing association (i) about a pending or potential anti-doping or medication control violation involving the connection, or (ii) that such connection is currently suspended, banned, ejected or denied from participating in racing in its jurisdiction or facility, such connection must immediately report the same to BCL; (B) BCL may, in its sole and absolute discretion, declare ineligible any horse in any BCWC race if any connection (e.g., owner, trainer, jockey) of such horse has engaged in any conduct that is unlawful, unethical or may otherwise compromise the integrity or reputation of the BCWC.
- 8. In making any application for participation in Thoroughbred racing, it is understood that an investigation may be made by the appropriate authority as to the character, reputation, mode of living and financial standing of the Owner(s), which investigation may involve interviews with family, personal or business acquaintances.
- 9. Owner hereby expressly and irrevocably grants BCL the exclusive right to use, in connection with the promotion of the BCL program or any other commercial use by BCL, the name and likeness of the Owner, any horse pre-entered, entered or nominated and of any co-owners, jockeys, trainers, colors, logos, silks and any other associated or identifying characteristics as well as any other matter relating to the participation of the horse in the BCL program. Promotion or use by BCL may include, without limitation, telecasting, broadcasting, photographing and/or recording in any manner, by still or motion picture, radio or television broadcast, digital or immersive media, or any other media transmission, whether known or hereafter developed, the races which are a part of the BCL program and the activities incident to them, and broadcasting, exhibiting, merchandising, and/or exploiting the same by any means now or hereafter known or developed, including, without limitation, licensing or selling such rights to others for uses approved by BCL. Owner hereby expressly, irrevocably and perpetually waives on his behalf and on behalf of all Owner Parties any and all rights any of them may have in connection with any matter referred to in this paragraph, including, without limitation, any claim to invasion of the right to privacy, the right of publicity, for misappropriation, for infringement of trademark, trade dress and other intellectual property rights, moral rights or "droit moral", or for any remuneration therefor. Upon demand, Owner shall cause any of the Owner Parties to deliver releases to BCL permitting it to use and exhibit such material. Owner Parties and other identifying characteristics relating to BCL and the BCL program and that any such use by Owner Parties of any of them is prohibited without the express prior written consent of BCL. BCL reserves all rights to advertise the BCL program in any manner deemed appropriate by BCL. Neither Owners nor trainers shall display commercial advertising, before, during or
- 10. All claims and objections arising out of the application or interpretation of any rules or conditions of BCL shall be decided solely by BCL in its sole and absolute discretion. Information regarding the Appeals Procedure for BCL shall be furnished to any person submitting a written request for such Information to Breeders' Cup Limited, Attn: Appeals Board, 215 W. Main St., Suite 250, Lexington, Kentucky 40507. Any person wishing to object to any action or decision by BCL in the application of its rules or conditions must, within thirty (30) days of being advised of such action or decision, submit to the Appeals Board a written objection in compliance with the Appeals Procedure and shall be entitled to an oral hearing upon making a written demand as set forth in the Appeals Procedure. The Appeals Procedure shall not be applicable to matters arising with respect to the field selection for the BCWC races or to the Condition of Integrity. All matters concerning field selection or the Condition of Integrity are decided by BCL in its sole and absolute discretion. Owner agrees that any dispute with BCL regarding any BCL rule or policy subject to arbitration herein shall, following the exhaustion of all administrative remedies available under the laws and regulations of the applicable state or other regulatory authority in which the BCL races are conducted, be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and the award rendered by the arbitrator(s) shall be recognized by Owner and BCL and judgment thereon may be rendered in any court having jurisdiction thereof. BCL reserves the right to waive or modify its rules and regulations on a case-by-case basis at any time. Any waiver, failure to enforce or modification by BCL of any of the terms and conditions of the Horsemen's Information Guide at any time shall not in any way affect, limit, or waive BCL's right thereafter to enforce and compel strict compliance with every term and condition
- 11. Owner agrees to indemnify and hold harmless BCL (or if for any reason indemnification is not available, to contribute to BCL's losses), to the fullest extent permitted under the law, from and against any and all claims, damages, liabilities, losses, costs or expenses, including reasonable attorneys' fees (should BCL select its own counsel which it may do in its sole and absolute discretion), to which BCL may become subject or liable as a result of or arising out of directly or indirectly: (i) any action or conduct of any horses owned by or under the control or direction of Owner while on the race track premises; and (ii) any acts, or failure to act by the undersigned Owner, any Co-owners, or any of their agents, employees or invitees while on the race track premises; or (iii) any breach by Owner of the terms and conditions contained herein.
- 12. Owner agrees that BCL may inspect and copy for its own use all documents, electronic or otherwise, containing reports by official racing veterinarians of pre-race, post-race examinations (including without limitation necropsy reports) and/or any records of procedures required by regulatory agencies or under applicable industry safety accreditation organizations of Owner's horse(s) nominated, pre-entered or entered in BCWC races. Owner further authorizes HIWU or the applicable regulatory body to share with BCL any and all information about all pending or potential positive tests, out-of-competition tests, atypical tests or findings, or violations related to Trainer or any of Owner's horses in furtherance of this Agreement and waives any objection or claim related thereto against HISA, HIWU, BCL, the applicable regulatory body, or any of their respective affiliates. Furthermore, Owner agrees and acknowledges that BCL retains all rights to address any and all media inquiries and that any and all information provided to BCL related to any horse, its Owners or connections is not confidential and may be disclosed by BCL if BCL believes, in its reasonable discretion, that such disclosure is necessary to address a factual or other material misstatement that may call into question the integrity or reputation of BCL.
- 13. Owner recognizes that participating in stabling, racing, training and related activities is inherently dangerous, and further recognizes that hazards and risks inherent in such activities may cause the injury, illness, or death. By participating in such activities, Owner assumer the risks associated therewith. In consideration of participating in stabling, racing, training and related activities associated with BCL, Owner hereby releases, waives against and discharges BCL, to the fullest extent permitted under the law, from any claims, losses, obligations, costs and expenses arising from or due to personal injuries, illness, or death or property damages of any kind or description to the person, property or horses owned or controlled by Owner occurring on the race track premises. Owner agrees that all risk of loss, injury, damage or destruction to persons or property, including but not limited to, the horses brought onto the race track premises by or at the direction of Owner, his agents or employees, arising from, due to, caused by, resulting from or in any way, directly or indirectly, related to any cause, including but not limited to accident, theft, fire or otherwise, whether or not caused by or contributed to by or related to any fault or negligence of BCL or the condition of the race track premises, and including, without limitation, the danger of being exposed to or infected by COVID-19 or another infectious disease, are assumed in full by Owner, except as to acts or conditions caused by the intentional, willful, or reckless conduct of BCL. Owner agrees that the release and waiver and discharge provisions hereof are intended to be as broad and inclusive as permitted by the law. Owner further agrees that the foregoing provisions hereof regarding such release and waiver and discharge shall not be deemed waived or affected in any way by the fact that BCL does or does not, may or may not, in the future carry insurance coverage against claims where loss is caused by or resulting from damage or injury to pr
- 14. Whenever the term "Owner" is used herein, it shall include the undersigned and all Owner Parties.
- 15. In consideration of BCL's agreement to pay the purses described hereinabove, Owner hereby consents to allow BCL and/or the host track to contract with any domestic or foreign licensed wagering entity for the purpose of accepting wagers on the BCWC races pursuant to the Interstate Horseracing Act of 1978, 15 U.S.C. sections 3001, et seq. and warrants that no third party or organization has or will be given the right or authority to assert any claim, demand or cause of action inconsistent with such consent.
- 16. All BCL rules and policies are in effect. Please refer to the Horsemen's Information Guide for these rules which are expressly incorporated herein, as such rules may be now or hereinafter in effect. The BCWC will be operating under HISA and HIWU's safety and medication rules and regulations.
- 17. If any provision of this agreement shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this agreement shall not be affected thereby.