

# AJAX DOWNS

## APPLICATION FOR ACCESS RIGHTS

### QUARTER HORSE

#### To: Ajax Downs

I hereby apply, either (a) in my personal capacity or (b) as an employee, agent or representative (an "Agent") of an individual, corporation or other legal entity (the "Principal"), for a limited, non-transferable, revocable licence (the "access rights") to enter upon the lands and premises operated by Ajax Downs and the improvements located thereon (the "Ajax Downs premises") together with the property (including horses and equipment) in my possession, care, custody or control from time to time during the proposed access.

I undertake and agree to use the access rights, if granted, for the limited purpose of such activities on Ajax Downs premises as may be permitted by Ajax Downs and, in the case of equine and related activities, to abide by the Rules and Regulations of Ajax Downs as amended from time to time.

I acknowledge and agree that Ajax Downs reserves the right to revoke the access rights, if granted, at any time in its sole and absolute discretion and without notice, reason or compensation.

I further acknowledge and agree that the term "property", whenever used, includes horses and the term "damage to property" includes injury to or death of horses.

#### Authority to Sign this Application

Where this is an Application for Access Rights made in my personal capacity, I represent and warrant that I am 18 years of age or older. Where this is an Application for Access Rights made as Agent of a Principal, I represent and warrant that the Principal, if an individual, is 18 years or older and that I am authorized by the Principal to sign this Application for Access Rights and thereby bind the Principal to its terms in the same manner as if this Application were signed by the Principal.

#### Acknowledgement and Assumption of Risk

I acknowledge that working with and riding horses, handling equine equipment and otherwise engaging in equine activities is dangerous and involves inherent risk of injury and death and loss of or damage to property, and I hereby agree to assume that risk.

Without in any way limiting the generality of the foregoing, I acknowledge that:

- (a) horses have the propensity to behave in unpredictable ways that may result in injury or death or loss of or damage to property;
- (b) the use of equine equipment, including safety equipment, may not reduce the risk of injury or death or loss of or damage to property;
- (c) the condition of Ajax Downs premises, including without limitation the racetracks and practice tracks and stables are imperfect and may contain hidden or unknown hazards that increase the risk of injury or death or loss of or damage to property;
- (d) engaging in competitive activities, including racing, involves unpredictable and unknown hazards and dangers; and
- (e) the use of Ajax Downs premises by others or the engaging by others in competitive activities, including racing, may result in unexpected or unknown danger that increases the risk of injury or death, or loss of or damage to property.

I acknowledge and agree that Ajax Downs makes no representations or warranties, whether written or oral, express or implied, respecting:

- (f) Ajax Downs premises or their suitability or fitness for any particular purpose, including without limitation that portion of Ajax Downs premises on which any equine events or related activities take place;
- (g) the competence or qualifications of others having access rights to Ajax Downs premises, including without limitation their competence or qualifications to engage in racing or training;
- (h) the state of health or safety of horses on Ajax Downs premises from time to time;
- (i) the supervision, control or training of horses on Ajax Downs premises from time to time, including without limitation their suitability for training and racing.

March 7, 2023

I acknowledge having been provided with a copy of the Rules and Regulations of Ajax Downs and acknowledge that compliance with those Rules and Regulations, as amended from time to time, is a condition of my continued access to Ajax Downs premises.

**Conditions of Access – Waiver, Release of Claims and Indemnity**

In consideration of the grant or proposed grant to me by Ajax Downs of the access rights to Ajax Downs premises, I hereby waive and forever release Ajax Downs and its current and former officers, directors, members, employees and agents (collectively referred to as the “Releasees”) from any and all claims of any sort (excepting any claim for want of ordinary care or negligence on the part of Ajax Downs or its officers, servants, agents or employees) which I may otherwise now have or may have or acquire in the future, whether or not such claims are within my current knowledge or contemplation, including without limitation all claims arising out of injury, death, loss of or damage to person or property, which directly or indirectly arise out of, relate to, are a consequence of or follow the granting or proposed granting, or the use or proposed use, of access rights by me as contemplated in this Application.

For the same consideration, I undertake and agree not to make any claim or commence any proceeding of any sort against a third party relating to the subject matter of the claims waived and released as set out above that may result in a claim against Ajax Downs or any of the other Releasees for damages, contribution or indemnity.

For the same consideration, I further undertake and agree to indemnify and hold harmless Ajax Downs and the other Releasees in respect of all claims as against them (excepting any claim for want of ordinary care or negligence on the part of Ajax Downs or its officers, servants, agents or employees), including without limitation all claims arising out of injury, death, loss of or damage to person or property as well as the actual legal costs incurred by Ajax Downs in responding to such claims, which directly or indirectly arise out of, relate to, are a consequence of or follow the granting or proposed granting, or the use or proposed use, of access rights by me as contemplated in this Application.

**READ THIS DOCUMENT BEFORE SIGNING!!!**

Date Signed: \_\_\_\_\_ Location Signed: \_\_\_\_\_

- SIGN HERE** if you are an individual applying in your **PERSONAL CAPACITY**:  
*(Please make sure that your address details are fully completed. You are responsible for notifying security should your address change during the terms of this agreement.)*

<b>Your Signature:</b>	<b>Witness Signature:</b>
Your Name (please print):	Witness Name (please print):
Your Address:  Please check box if this is a new address <input type="checkbox"/>	Witness Address:
Phone Number:	Phone Number:
If you are a <b>GUEST</b> , please set out your sponsor’s name: and your Sponsor’s Stable Area Access Number:# _____	

**GUESTS WILL NOT BE PROVIDED WITH A COPY OF THE RULES AND REGULATIONS OF AJAX DOWNS. IT IS THE RESPONSIBILITY OF THE PERSON WHO HAS INVITED SUCH GUEST TO MAKE SUCH GUEST AWARE OF SUCH RULES AND REGULATIONS AND TO ENSURE THE GUEST COMPLIES WITH THOSE RULES AND REGULATIONS.**

- SIGN HERE** if you are an **employee, agent or representative** (an “Agent”) of a **partnership, corporation or other legal entity** (a “Principal”):

**Name** of corporation, partnership or other legal entity (“Principal”): \_\_\_\_\_  
 I am an employee, agent or representative (an “Agent”) of the ‘Principal’ referred to above and I **HAVE AUTHORITY TO BIND THE ‘PRINCIPAL’ TO THIS DOCUMENT BY MY SIGNATURE.**

Your Signature (“Agent”): \_\_\_\_\_  
 Your Name (please print): \_\_\_\_\_  
 Your Address: \_\_\_\_\_  
 Your Phone Number: \_\_\_\_\_

FOR AJAX DOWNS USE ONLY: GUEST  YES  NO

