



Rideau Carleton Raceway

Track Rules

2022

Application of Track Rules

All track rules apply at all times to all the **Premises**, including the **Paddock Perimeter & Stabling Area**, and to all individuals using these areas, without limitation, either as **Applicants**, party(s) to a contract with Hard Rock Ottawa LP and/or Rideau Carleton Raceway Holdings Limited (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 consent of the **Owner/Operator**, and if applicable, the **AGCO** and in consultation with NCRHHA. Any contemplated changes to these **Track Rules** may 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

1. 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**.
2. 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 the **Racing Manager, Track Superintendent, Stable Manager or Paddock Judge**.

ARTICLE 1 – General

1.1 Conduct

- 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 will be reported to the AGCO and 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 Racing Officials for the purpose of protecting all patrons and participants.
- 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. 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 shall use profane, discriminatory or indecent language or exhibit abusive conduct towards any participants or agents, servants, contractors or employees of the **Owner/Operator** or any other persons 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 subjected to discipline as prescribed in the Smoke Free Ontario Act.
- d. All extension cords must be CSA 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: Pets are prohibited in the backstretch without first approval granted by the Stabling Manager and for certainty, no pets, are to be left in vehicles in the parking lot. Pets are strictly prohibited in the Paddock.
- 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 Race Scheduling Covenant

- a. Live race dates will be determined and scheduled by the Owner/Operator in consultation with NCRHHA and approved by the AGCO.
- b. Qualifying events will be determined and scheduled by the Owner/Operator in consultation with NCRHHA and approved by the AGCO.
- c. Schooling events are at the discretion of the Owner/Operator

1.7 Training

- a. Horses stabled on track and shipped in shall be permitted to train on the main racetrack at the discretion of the **Track Superintendent**. Hours shall be posted.

b., Horses shipping in must use the Stake or Ship-in Barn. The Paddock is not to be accessed for training without approval from the **Stabling Manager**.

ARTICLE 2 – Paddock Area

2.1 Entry

- a) All traffic entering or departing from the **Paddock Area** on a live or qualifying race date shall be designated by the **Owner/Operator** for such purpose and all traffic entering the **Paddock Area** shall stop and provide identification including a valid racing licence.
- 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 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
- a) 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 shall be reported to the AGCO and may, in the sole discretion of the **Owner/Operator**, be penalized through the loss or suspension of racing privileges at the **Premises**.

ARTICLE 3 – 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 any nomination, sustaining or starting fees, if any, paid on such cancelled **Race**.

3.3 Track Problems

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

3.4 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.

3.5 Distance

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

3.6 Attire

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

3.7 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**.

ARTICLE 4 – 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**.

ARTICLE 5 – 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**.

“**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.

“**Owner/Operator**” means Hard Rock Ottawa LP/Rideau Carleton Raceway

“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 Rideau Carleton Raceway Holdings, 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** 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.

“Stake 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**.

“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**.
- d) The rules governing horses stabling in Barns designated A, B and C are not contained in the Track Rules.

