**RESPONSIBILITY TO MAINTAIN WORKERS’ COMPENSATION INSURANCE**

**AND WAIVER OF THIRD PART CLAIMS**

WHEREAS, Scioto Downs, Inc. (hereinafter, "Scioto Downs") desires to enter into an agreement with the undersigned Trainer (“TRAINER”).

WHEREAS, the TRAINER acknowledges that pursuant to Ohio Rev. Code. Sec. 4123.35(a) all employers with one or more compensated employees must maintain Workers’ Compensation Insurance;

WHEREAS, the undersigned acknowledges that he/she is NOT an employee of Scioto Downs;

WHEREAS, the TRAINER acknowledges that he/she remains responsible for obtaining and maintaining any necessary Workers’ Compensation Insurance;

NOW, THEREFORE, the TRAINER agrees to the following terms:

1. **Agreement to Maintain Workers’ Compensation Insurance.**  I have obtained workers’ compensation insurance and/or have confirmed it has been obtained by my employer to protect me. Upon request, I will product certificate of coverage to Scioto Downs.

# 2. Rules And Regulations:

**CONDITIONS:**

Upon arrival, confirm number of stalls needed with the Director of Racing. Photo identification badges or passes are issued only to the persons listed as owners, and are not transferable. Photo ID badges must be worn at all times. All horsemen, owners, trainers, and grooms must be licensed, as per the Ohio State Racing Commission Rule # 3769-01. Upon entering the stable area, all persons are required to show their ID to the gate security guard.

Sections 3769-34 (D) and 3769-32 © of the Ohio Rules of Racing reads as follows:

No horse shall be admitted to any race track facility in Ohio without having had a negative official test for equine infectious anemia within the past twelve months. Any horse entering Ohio race track facilities from out of state must have had an official negative equine infectious anemia test within the past one hundred and eighty days. It is the trainer?s responsibility to see that each horse has the proper EIA papers.

By signing this, it is hereby agreed that Scioto Downs shall NOT be liable for, and that the owner and/or lessees of the horse will indemnity and hold harmless Scioto Downs against all responsibility, liability or claim injury or damage to any person, horse or other property of the undersigned, or of any other person, or his agents, employees or associates, caused by the horse, or the agent of the employees of the undersigned, or by any other person, including employees, agents of Scioto Downs, whether by negligence or otherwise, on the premises of Scioto Downs. 1. Agreement to Maintain Workers’ Compensation Insurance. I have obtained workers’ compensation insurance and/or have confirmed it has been obtained by my employer to protect me. Upon request, I will product certificate of coverage to Scioto Downs. 2. Express Waiver of Workers’ Compensation Claims. I waive any and all right to pursue a workers’ compensation claim against Scioto Downs, whether directly or indirectly. I further agree I will not authorize subrogation rights of such a claim against Scioto Downs or its agents and representatives.

Scioto Downs reserves the right to cancel any stall privileges at any time. In addition, Scioto Downs reserves the right to refuse admission to or to exclude any person or horse or both and further reserve the right to remove any, equipment, or horse from said premises at any time. Any cost incurred in removing equipment and/ or horses from said premises shall be charged to and paid by the undersigned.

NO DOGS WILL BE ALLOWED IN THE BARNS OR STABLE AREA AT ANY TIME. RULES OF THE STATE FIRE MARSHALL PROHIBIT COOKING AND ANY USE OF ELECTRICAL APPLIANCES IN THE BARNS OR STABLE AREA, TACK OR DORMITORY ROOMS.

The main five - eighths mile track closes daily at 1:00 p.m. and all day Sunday. The three-eighths mile track in the stable area is open at all times. Rules of the Ohio State Racing Commission to govern in all cases.

**Express Waiver of Workers’ Compensation Claims.** I waive any and all right to pursue a workers’ compensation claim against Scioto Downs, whether directly or indirectly. I further agree I will not authorize subrogation rights of such a claim against Scioto Downs or its agents and representatives.

**THE UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND**

**A CONTRACT BETWEEN THE UNDERSIGNED AND SCIOTO DOWNS, INC.**

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Signature of TRAINER Authorized to Execute this Agreement Date

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Signature of Scioto Downs RepresentativePrint Name of SDI RepresentativeDate