

DO NOT SHIP WITHOUT CONFIRMATION

STALL APPLICATION & AGREEMENT

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STABLE NAME: _____

TRAINER NAME: _____

PLEASE READ THE GENERAL CONDITIONS ON THE REVERSE SIDE AND SIGN THE APPLICATION!!

Has Trainer or Owner ever had a horse test positive for EPO Antibodies, or ever had a horse scratched due to a pre-race blood-gas high reading?
Check one: Yes _____ No _____ If Yes, please explain (attached sheet)

Has Trainer or Owner been charged with a racing medication violation?
Check one: Yes _____ No _____ If Yes, please explain (attached sheet)

Has Trainer or Owner been charged with a racing medication violation?
Check one: Yes _____ No _____ If Yes, please explain (attached sheet)

The Meadows Washington Trotting Association Inc. & Mountain Laurel Racing Inc.

July 1st, 2019 thru December 31st, 2019

TRAINER RESPONSIBILITY

- Trainers are responsible for the custody, care and control of their horse.
- Changes in trainer will not be accepted by the Race Office without a letter of authorization from the owner.
- If there is a change in trainer, a new Stall Application must be completed.
- Stall will be allotted to trainers and not to stables.
- Only the listed trainer will be permitted into the Paddock, and once in the Paddock, the trainer may not leave until after race commitments.

PLEASE READ AND INITIAL HERE  _____

	NAME OF HORSE	AGE SEX GAIT	CLAIMING PRICE or CLASS	2019 STARTS	2019 EARNINGS	2019 RECORD	DATE OF LAST START	DATE HORSE IS READY TO START	DATE OF LAST COGGINS	OWNER AND ADDRESS
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										

THIS IS NOT A LEASE OF ANY SPACE BUT MERELY A REVOCABLE LICENSE OR PERMIT ON THE TERMS OUTLINED ON BOTH SIDES OF THE APPLICATION.

30 STALL LIMIT PER TRAINER.

IMPORTANT! - ALL INFORMATION MUST BE FILLED OUT COMPLETELY OR APPLICATION MAY BE REJECTED. APPLICATIONS MUST BE SIGNED ON BACK

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HEALTH CERTIFICATE REQUIRED

NO HORSE SHALL BE PERMITTED TO ENTER THE GROUNDS WITHOUT A NEGATIVE COGGINS TEST TAKEN WITHIN THE LAST 365 DAYS

General Conditions

Stall Application and Privilege Agreement Terms and Conditions

- Meeting Hosts and Dates** – This Stall Application and Agreement (this “Application”) pertains to the meetings of WASHINGTON TROTTING ASSOCIATION, LLC, and MOUNTAIN LAUREL RACING (collectively “WTA/MLR”) at The Meadows Racetrack and Casino located in Washington County, Pennsylvania (the “Premises”), (the “Meetings”) on the dates as specified within this Agreement, provided that the terms and conditions of this Agreement shall continue to govern following the expiration of such Meetings until terminated pursuant to a written instrument signed by WTA/MLR.
- Permit** – It is clearly understood and agreed that this application does not constitute a lease of any space but is merely a revocable permit granted by WTA/MLR based on the terms and conditions set forth herein and may be changed, altered, or rescinded at any time at the sole discretion of WTA/MLR. WTA/MLR may refuse admittance to or eject from the Premises any person or horse considered undesirable by it in its sole discretion. Only those trainers and driver approved by management of WTA/MLR are authorized to enter the Premises and participate in Meetings and subject to the conditions of the Meadows Racetrack and Casino Horsemen’s Guide (“Guide”).
- Association Membership / Meet Rules** – WTA/MLR are members in good standing in the United States Trotting Association (“USTA”). No individual may participate as an owner, trainer, or driver unless he or she is a member in good standing and licensed, as such, with the USTA. The Rules, Regulations, Policies, and Procedures of the Pennsylvania State Horse Racing Commission (The “Commission”), the USTA and WTA/MLR shall govern the conduct of the meetings and all owners, trainers, drivers, and caretakers are subject to the same.
- Meet Regulations/Searches** – The Commission’s rules shall apply to all activities that occur during the Meetings. Each applicant agrees that in order to assist in (i) the detection of illegal pari-mutuel betting by racing personnel, (ii) prevention of improper racing devices being used at the premises, (iii) enforcement of rules concerning the possession of dangerous weapons, (iv) prevention of unlawful drugs and drug related paraphernalia being brought upon the premises, (v) maintenance of proper and adequate supervision, and (vi) enforcement of the laws of the Commonwealth, each of WTA/MLR and the Commission, and their representatives, shall have the right and privilege to conduct searches within the area of the Premises which any owner, trainer, driver, groom, vendor of equipment and service provider, or any other person acting on their behalf, may occupy and control, including all personal property and effects. As a result of such search, WTA/MLR and the Commission, and their representatives, shall have the power and authority to seize any article, within such areas, which may be forbidden or otherwise violates the rules of the Commission. **NO EXPECTATION OF PRIVACY EXISTS DUE TO THESE RULES.**
- Stall Assignments, Terms and Conditions** – Admittance for the Meetings and/or assignment of stalls may be done only by this application. This application must be filled out completely, signed and delivered to the Racing Secretary of WTA/MLR at The Meadows, 210 Race Track Road, Washington, PA 15301. All applications remain subject to acceptance by WTA/MLR. *The person signing this application below is doing so in their capacity as owner and/or as agent for each of the owners designated on the face of this Application (collectively, “Owner”) and agrees to abide by all of the terms and conditions of this Application.* Any horse not listed on the original Stall Application will not be entitled to occupy stall space or be allowed to enter the stall area without specific permission of the Racing Secretary. All trainers employed by the Owner (“Trainers”) will be required to maintain a current stable roster of all horses on the grounds with the Stall Superintendent.
- Stall Vacated** – Any stalls vacated during the course of the Meetings due to turnouts, claims, sales, etc., will revert back to WTA/MLR. Trainers, or their authorized personnel, must provide security personnel with proper identification of horses when entering or leaving the secured stall areas.
- Stall Surrender and Liquidated Damages** – WTA/MLR are private enterprises and reserve the right to deny all stall space, to revoke any permit granted hereunder and to have any owner or trainer using stall space or any other facilities at the Premises vacated the stall, remove all horses, equipment and/or personnel from The Premises, and move from one assigned barn to another at any time for any reason, at the sole discretion of WTA/MLR. Applicants agree to comply with any such request within 72 hours after receiving notice to vacate. If, at the expiration of 72 hours from delivery of such notice to vacate, the stall space, and other facilities have not been vacated, or if the Applicant and its agents have not removed the specified horse or horses, equipment, personal property and personnel from the Premises, or from one barn to another, all as directed, WTA/MLR will have the right, at the cost and expense of the applicable Owner and Trainer, to remove the same from the Premises, to stable or store the same elsewhere and to recover damages. Regarding damages, the Owner and Trainer agree to be jointly and severally liable for, and agree to pay to WTA/MLR, liquidated damages in the additional amount of \$150.00 per day per horse for each day or part of each day beyond that 72-hour period during which such horse(s) or equipment is not removed in accordance with any request from WTA/MLR. Moreover, WTA/MLR may elect to board or to store such horses or equipment or other property on a commercial boarding or breeding farm at the expense of the Owner and Trainer, jointly and severally. If WTA/MLR elects to store such horses and items, WTA/MLR will also have the right, at its option and upon the expiration of 30 days from the date of notice to vacate (if the horse(s), equipment, and other personal property have not been claimed and all proper expenses paid by the Owner or Trainer within said period), to sell such horse(s), equipment, and/or other personal property by public or private sale, and to apply the proceeds in payment of any expenses incurred by WTA/MLR, remitting any balance thereof to Owner. In no event will WTA/MLR be responsible to the Owner, Trainer, or any other persons for any costs or other consequences arising from the removal, stabling, storage, or sale of any horse, equipment, or personal property pursuant to the terms hereof. Owner, or Trainer as agent for Owner, irrevocably consents to all such actions by WTA/MLR as part of the inducement to the approval of this Application by WTA/MLR. All such remedies of WTA/MLR are cumulative.
- Shippers** – Horsemen wishing to ship-in to race must complete an Application and a Racing Application and Privilege Agreement in full before being granted privileges to race. All conditions in these Applications apply to owners, trainers, and their agents for shippers as if they were stalled at the Premises.
- Racing Structure (General Terms)** – The purse structure, insurance program, and economic conditions during the 2019 harness racing Meetings of WTA/MLR shall be governed by the current contract with The Meadows Standardbred Owners Association. Eligibility papers must be filed at the Racing Secretary’s office upon arrival and must be approved by the Racing Secretary. The minimum claiming price shall be determined by the Racing Secretary. No horse will be entered in a claiming race unless their registration papers and proper authorization from the Owner are filed in the Racing Secretary’s office. WTA/MLR has the right to change any eligibility for entry at any time, with or without cause. WTA/MLR reserves the right to reject any entry, with or without cause.
- General Terms:** –
 - No Dogs shall be permitted on the Premises grounds.
 - Saw dust and wood shavings are NOT permitted as stall bedding due to disposal problems. Special exceptions may be granted, but only in writing at the sole discretion of WTA/MLR.
 - All Trainers must furnish their own mud fenders.
 - A health certificate, valid within 7 days, is required for all horses entering the stable areas of WTA/MLR.
 - A negative Coggins test, validated within 365 days prior to arrival, is required for admittance of a horse onto the Premises.

11. **WARRANTY** – THE UNDERSIGNED APPLICANT REPRESENTS AND WARRANTS THAT HE OR SHE IS THE OWNER OF EACH HORSE COVERED BY THIS APPLICATION OR HAS THE AUTHORITY TO SIGN THIS APPLICATION ON BEHALF OF EACH SUCH OWNER. IN THE EVENT THAT THIS APPLICATION IS EXECUTED BY AN AGENT OF THE OWNER ON THE OWNER’S BEHALF, SUCH AGENT REPRESENTS AND WARRANTS BY SIGNING BELOW THAT HE OR SHE (A) HAS READ AND FULLY UNDERSTANDS THIS APPLICATION; (B) HAS BEEN DULY AUTHORIZED BY THE OWNER TO ENTER INTO THIS APPLICATION ON THE OWNER’S BEHALF; AND (C) IS AUTHORIZED TO BIND THE OWNER TO THE OBLIGATIONS AND RESPONSIBILITIES APPEARING HEREIN INCLUDING, BUT NOT LIMITED TO, THOSE PROVISIONS CONCERNING THE RELEASE OF LIABILITY AND INDEMNIFICATION.

12. **RELEASE/INDEMNIFY** – In partial consideration of being granted privilege of racing at the Premises and/or being granted the privilege of racing at the Premises and/or being granted a stall hereunder, and intending to be legally bound, the Owner and each Trainer, on behalf of themselves and their respective caretakers, employees, agents, servants, and all others working with or on behalf of them, hereby waive and release each of WTA/MLR, The Meadows Racetrack and Casino, their affiliates, and their respective owners, parent companies, employees, officers, agents, servants, successors, landlords, and assigns (“Releasees”) from any claim (known or unknown), cause for action, liability, loss, cost or expense (including attorneys’ fees) arising from or connected with their presence on or about the Premises and/or their participation in any Meetings. This release shall apply to any harm, injury, damages, claims, or suits related to personal injury, property damage or any activity arising out of this Application, including those described in Paragraph 8 above. The release contained herein shall apply to all injuries, damages, and other losses which occur at the Premises, all activities related to the actions or inactions of any Releasee and all activities related to the transportation of persons or property, including horses. The release contained herein shall be effective and binding notwithstanding the activities, actions, inactions, negligence or carelessness of any or all of WTA/MLR, The Meadows Racetrack and Casino and/or all other Releasees.

In further consideration of being granted the privilege of racing at the Premises and/or being granted a stall hereunder, and intending to be legally bound, THE OWNER AND HIS OR HER TRAINER HEREBY JOINTLY AND SEVERALLY AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF WTA/MLR, THE MEADOWS RACETRACK AND CASINO, AND THE OTHER RELEASEES FROM AND AGAINST ANY CLAIM, LIABILITY, LOSS, COST, DAMAGE, AND EXPENSE (INCLUDING ATTORNEYS FEES) ARISING FROM OR IN ANY MANNER CONNECTED WITH (A) ANY ACTIVITY WHICH OCCURS AT THE PREMISES AS A RESULT OF THIS APPLICATION; (B) ANY INJURY OR DAMAGE SUSTAINED OR CAUSED BY ANY EMPLOYEE, AGENT, SERVICE PROVIDER, GUEST, OR INVITEE OF OWNER OR TRAINER, OR ANY HORSE OWNER BY OWNER OR TRAINER; AND/OR (C) ANY INJURY, DAMAGE, OR LOSS ATTRIBUTABLE TO THE ACTIONS OR INACTIONS OF OWNER OR TRAINER, OR THEIR RESPECTIVE EMPLOYEES, AGENTS, SERVICE PROVIDERS, GUESTS, INVITEES, OR HORSES.

13. **Assumption Of Risk** – The Applicant, owner, trainer, caretaker, employees, agents, servants and all others working on behalf of the Applicant or owner acknowledge horses, horse riding, harness racing, horse training and practicing, caring for horses and all other equestrian related activities can be extremely dangerous and routinely involve risk of serious injury, death and/or property damage. By participating in our industry and choosing to enter the Premises voluntarily, each of the Applicant, owner, trainer, caretaker, employees, agents, servants and all others working on behalf of the Applicant or owner, has and does hereby assume all of the above risks, and releases on his own behalf and on behalf and on behalf of all family members, all Releasees and will hold Releasees harmless from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever which now exists or which may arise out of or in connection with his/her participation in those activities and risks.

The foregoing release and indemnity provisions shall survive the term of the Meetings and will continue indefinitely thereafter. By signing this agreement, the Owner/Trainer on behalf of the owner, verifies that all information provided in this stall application and agreement is true and accurate. Any information provided that is not true and accurate will result in the immediate nullification of the application.

SIGNED _____
Owner, or trainer as Agent for Owner(s)

NAME (printed) _____

DATE _____

ADDRESS _____
Street Number

City _____ State _____ ZIP Code _____

TELEPHONE _____
Home _____ Barn or Business _____

ACCEPTED BY: _____
WASHINGTON TROTTING ASSOCIATION, INC. AND MOUNTAIN LAUREL RACING INC.

BY: _____
Racing Secretary

DATE: _____

Telephone: 724-225-9300 or 724-228-0269 Facsimile: 724-229-7407
210 Race Track Road, Washington, PA 15301