



STALL APPLICATION FOR

Race Meeting



Fax 410-542-1221

NO.

Date Submitted:

STALL ELIGIBILITY RULE

Stalls will not be assigned and entries will not be accepted for any horse which:

- PIMLICO [ ]
LAUREL [ ]
BOWIE [ ]

- 1. has not finished first, second, third or fourth in its last twelve (12) starts;
2. has started for a claiming price of less than \$3,500 unless having finished first, second or third, in a non-claiming race or for a claiming price of \$3,500 or more since starting for less than \$3,500;
3. is a maiden which has started for a claiming price of less than \$4,000.
4. has not won a race for a claiming price of \$3,500 or more or a non-claiming race since starting for a maiden claiming price of less than \$4,000.

Starter and Optional Claiming races will be considered non-claiming races in determining eligibility under this rule. Horses which become ineligible under this rule shall forfeit stall space assigned to them.

SPECIAL NOTICES

When stalls have been allocated, they are for the horses of the person to whom assigned. No owner or trainer shall be permitted to share stalls without permission. Any violation of this regulation may result in the offending person being asked to remove his/her horses from the grounds. Stalls not used will revert back to the Association. The Association requests that trainers maintain a one (1) start, per stall, per month, in order to keep their allotted number of stalls. Trainers that have been allotted stalls in Maryland are expected to run their horses here in Maryland.

Maryland Jockey Club has formally adopted a company-wide policy promoting the humane treatment of racehorses, the company announced Oct. 10, '08. Under the policy, any trainer or owner stabling at a MJC facility who directly or indirectly participates in the transport of a horse from a MJC facility to either a slaughterhouse or an auction house engaged in selling horses for slaughter will be prohibited from having stalls at any MJC facility. The policy also applies to any actions related to the transport of a horse from a MJC facility where the ultimate intended result is a horse's slaughter.

Table with 10 columns: NAME OF HORSE, AGE, SEX, DST, MDN, ALW, CL \$, DATE & TRACK OF LAST START, REGISTERED OWNER (S), ADDRESS OF OWNER (City, State & Zip). Rows 1-9.

The undersigned has carefully read all the terms and conditions on reverse, voluntarily agrees to them, and certifies that all information contained herein is true, correct and complete.

Trainer's Name: (PLEASE PRINT, PLEASE USE INK)

Home Phone: Barn Phone:

Trainer's Signature: Date:

Cell Phone:

Address: STREET

Do you maintain a permanent place of residence in Maryland? Yes No

Address for notification, if different from above

CITY STATE ZIP

Email Address:

# STALL APPLICATION TERMS AND CONDITIONS

The undersigned submits this Stall Application to Laurel Racing Assoc., Inc. ("Laurel") or to The Maryland Jockey Club of Baltimore City, Inc. ("Pimlico"), whichever is conducting the race meeting for which the Application is submitted (the "Running Track"), for assignment of stalls at Laurel Park, Pimlico Race Course or Bowie Race Course Training Center ("Bowie"), and agrees to the following terms and conditions:

1. The rules of the Maryland Racing Commission ("MRC") in effect at the time the races are run govern all races conducted at Laurel Park and Pimlico Race Course. Every person entering a horse in a race under the rules of the MRC accepts the decisions of the Stewards on any questions relating to a race or racing. At the discretion of the Stewards, and without notice, the entries of any person or the transfer of any entry may be refused. All the terms and conditions of this Stall Application shall be governed by the laws of Maryland.

2. The Running Track reserves the right to refuse any entry at any time prior to the running of a race. All assignments of stalls must be approved by the Running Track and are subject to the terms and conditions of all races as advertised in the Condition Book or Stake Book, as the case may be, of the particular race meeting. Applications for stalls may be denied by the Running Track or, if approved, such approval may be withdrawn at any time with or without cause, in which event the undersigned agrees to vacate such stalls promptly.

3. All vans must register with the Stable Manager or security office upon arrival. Horses without current negative Coggins Test results, and substitutions for horses on this Application, may be denied entry. Horsemen are responsible to keep the areas assigned to them clean. Those not complying may be asked to vacate the stalls. Stalls occupied by horses must not be locked at any time. Tack rooms must not be locked when occupied. Stalls and tack rooms must never be left unattended. Owners, trainers and their employees must be licensed by the MRC. Dogs are not permitted in the stable areas.

4. In consideration of being granted stall space in connection with a racing meet at the Running Track, or otherwise being permitted to participate in activities related to the racing or training of horses, the undersigned, in behalf of himself and the owner(s) of the horses identified on the reverse side hereof, and their respective employees, agents, jockeys, independent contractors and invitees, and the respective personal representatives, heirs and assigns of each of the aforesaid (all of the foregoing individuals and entities being referred to collectively and individually as the "Indemnifying Parties") does hereby: (a) acknowledge that the stabling, vanning and other activities relating to horse racing are dangerous and involve the risk of possible serious injury, death and property damage and expressly assume full responsibility for any and all risks related thereto other than the gross negligence or willful act or omission of the Indemnified Parties, as hereinafter defined; (b) release, waive and discharge, and agree to indemnify and hold harmless, Laurel, Laurel Racing Association Limited Partnership, Pimlico, Maryland Jockey Club of Baltimore City Inc., Southern Maryland Agricultural Association and Maryland State Fair and Agricultural Society, Inc. and the respective subsidiaries and affiliates of the aforesaid entities, including without limitation their respective owners, partners, officers, directors, agents and employees, their respective successors and assigns, and any interests now or hereafter related to any of the aforesaid entities or individuals but not specifically named (all of the foregoing entities and individuals being referred to individually and collectively as the "Indemnified Parties"), from and against all liability or responsibility for any injury, death, loss, damage, claim or expense (including, without limitation, attorneys' fees) suffered in any manner by or occurring to any of the Indemnifying Parties, or to their horses or other property or personnel, or to any other person for whom any of the Indemnifying Parties is acting, while on or off the premises of any of the Indemnified Parties, while being transported in any manner on or off such premises, or while participating in any stabling of horses or other activities relating to horse racing, regardless of how such may have been caused, other than the gross negligence or willful act or omission of the Indemnified Parties; and (c) agree to indemnify and hold harmless the Indemnified Parties from and against any loss, liability, cost, damage or expense (including, without limitation, attorneys' fees) which may be awarded to any person or incurred by any of the Indemnified Parties by reason of, or arising out of, any conduct of the Indemnifying Parties or their property in or on the premises of any of the Indemnified Parties or the transportation of the Indemnifying Parties or their property in any manner on or off such premises. The Indemnifying Parties expressly agree that the provisions of this paragraph are intended to be as broad and inclusive as permitted by the laws of Maryland, it being the intent of the parties that Indemnified Parties shall not be liable for any damages or injury to any horse or other property, or for any injury to or death of any person, whether caused by the condition of the premises, condition of the transportation equipment or by active or passive negligence, all as more specifically provided above. If any portion of this paragraph is held invalid, the balance shall continue in full legal force and effect.

NOTICE: ACCEPTANCE OF STALL SPACE BY A TRAINER CONSTITUTES AGREEMENT TO ALL THE ABOVE TERMS AND CONDITIONS EVEN IF THE APPLICATION IS NOT SIGNED BY SUCH TRAINER OR IF ADDITIONS OR DELETIONS TO THIS APPLICATION ARE MADE BY THE RUNNING TRACK.

5. The Running Track reserves the right to take and use, and to authorize or license others to take and use, images and voices of the undersigned and his owners, independent contractors, jockeys, employees, agents and invitees in any telecast, broadcast, motion picture, photograph, video and sound recording, made or taken prior to, during and after horse races and related events. The undersigned, in behalf of himself and the aforesaid persons, consents to such use of such images and voices for news reporting and/or marketing purposes, without remuneration to him or them, and waives any rights of privacy or publicity with respect to any such uses. Upon demand, the undersigned shall cause such persons to deliver to the Running Track a release to the foregoing effect.

6. The undersigned represents and warrants that he has the right to make all of the representations, agreements, consents, waivers, indemnities and releases given in this Application in behalf of every person referred to herein and every horse listed in this Application and that the owner of each such horse is bound thereby to the same extent as though such owner had signed this Application. As used in this Application, the "undersigned" includes the trainer and his owners and the horses, equipment, agents, independent contractors, employees and invitees of each of them, and the masculine includes the feminine gender.

7. In accordance with Section II-503(a)(3) of the Business Regulation Article of the Annotated Code of Maryland, the undersigned does solemnly declare and affirm under the penalties of perjury that the qualifications and conditions of each horse set forth in the Application are true and correct.

8. INVESTIGATIVE REPORT: The undersigned understands that an investigative report may be made whereby information is obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors and others with whom the undersigned is acquainted. This inquiry may include information as to character, general reputation, personal characteristics and mode of living. The undersigned has the right to make a written request within a reasonable period of time for a complete and accurate disclosure or additional information concerning the nature and scope of the investigation. The undersigned agrees that copies of any investigative report made of him or her by any federal, state or local government police or investigative agency may be furnished to the Running Track and the undersigned expressly consents thereto.

9. WORKMEN'S COMPENSATION: The undersigned certifies that he has secured Workmen's Compensation coverage for his employees as required by the Annotated Code of Maryland and the insurance company providing such coverage, the policy number and its date of issue are as follows:

INSURER: \_\_\_\_\_ POLICY NUMBER \_\_\_\_\_ DATE OF ISSUE \_\_\_\_\_

10. EQUINE INJURY DATABASE: Maryland Jockey Club ("MJC") on behalf of each of its racetracks has entered into an Equine Injury Database Agreement with The Jockey Club ("TJC") to implement one of the recommendations of the TJC Thoroughbred Safety Committee with respect to the tracking of equine injuries. [Applicant/Trainer] agrees that accurate tracking of equine injuries is an important step toward improving the safety of horse racing and in consideration of participating in stabling, racing, training and related activities at **Laurel Racing Assoc. Inc, Pimlico Race Track, and Bowie Training Center**, hereby gives its consent to the collection of information related to any race-related injury to a horse owned or trained by [Applicant/Trainer] and entry of said information into a database maintained by TJC (the "Equine Injury Database") by **Laurel Racing Assoc. Inc, Pimlico Race Track, and Bowie Training Center** and/or any state-employed veterinarian (the "Veterinarian") with TJC and its affiliated businesses (including InCompass Solutions, Inc.) (collectively, Laurel Racing Assoc. Inc, Pimlico Race Track, and Bowie Training Center, Veterinarian, TJC and its affiliated businesses and the owners, stewards, directors, officers, employees and agents of any of the aforementioned persons and entities may be referred to as the "Indemnified Parties") with respect to any equine injury occurring at the **Laurel Racing Assoc. Inc, Pimlico Race Track, and Bowie Training Center** facility to a horse owned or trained by [Applicant/Trainer]. For purposes of this consent, "equine injury" shall include, but is not limited to, an injury to a horse that is (i) scratched at the recommendation of the examining Veterinarian; (ii) determined to be injured/unsound/in distress, or otherwise unfit in the paddock, post-parade, starting gate, during or immediately after the running of a race; and (iii) observed to be injured, unsound or in distress in the Detention Barn, or as a result of a Veterinarian's post-race inspection, and may also include an injury to a horse that is (iv) scratched for medical reasons not documented by the Veterinarian, and (v) injured training or in non-race related events. [Applicant/Trainer] further agrees to cooperate in the disclosure of such information to the extent that such cooperation is reasonably required and covenant not to sue and to indemnify, release and hold harmless the Indemnified Parties from and against any liability, cost, loss, or expense of any kind or nature (including, without limitation, reasonable attorneys' fees) arising from any claim, demand, or action (a) alleging that the data entered into the Equine Injury Database (either directly or indirectly) violates the rights of [Applicant/Trainer] or any third party, or (b) relating to any equine injury report run, published or otherwise created by any of the Indemnified Parties (either directly or indirectly).