

Stall Application

2012 Standardbred Meet

80 days March 27 – July 14
 Racing Tuesdays thru Saturdays

Applications are due by February 1, 2012

Trainer Name _____

Address _____

City, State and Zip _____

Phone Number _____

Cell Phone Number _____

**Requesting (x) _____ Stalls on Grounds _____ Ship-in privileges

Qualifications for Stabling and Racing

A negative coggins test within the past 12 months, and an EHV-1 vaccination within the past 6 months will be required on all horses entering the grounds. In addition, a Health Certificate within the last 30 days will be required on horses shipping in from out of state.

Stalls will be granted to individual trainers based on the conditions set forth on the reverse side of this application. Stalls will be allotted on February 15, 2012.

**Minimum Claiming price for 2012 is \$6,000
 plus allowances.
 Minimum Condition class for 2012 is \$1,600
 last 4 starts.**



4500 Dan Patch Circle
 Anderson, IN 46013

(765) 642-7223 Fax (765) 683-2599
 (800) 380-0467 www.hoosierpark.com

Kevin Mack
 Standardbred Racing Secretary

Brian Elmore
 General Manager of Racing

NAME OF HORSE	Ind. Sired (✓)	SEX/AGE	GAIT	DATE READY TO RACE	Current Classification or Claiming Price	2011 EARNINGS & RECORD	LAST START	OWNER	Permanent Address of Owner
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

IMPORTANT REMINDER: TRAINERS are responsible for the custody, care and control of their horses. Changes in trainers will not be accepted by the Race Office unless there is a written letter of authorization by the owner. If there is a change in trainer, a new stall application must be completed.

DO NOT SHIP TO HOOSIER PARK UNTIL ADVISED THAT RESERVATIONS HAVE BEEN CONFIRMED – Stalls allotted must be occupied by opening day, unless approved by Racing Secretary.

How many horses will be ready to race March 27, 2012 _____

Dorm Rooms Needed? _____ Walker/Arm Needed _____ Ship-in _____ Stalls on ground _____
 * \$75 per arm \$300 per whole wheel (Non-Refundable)

Form must be signed on the reverse side of this form.

STABLING, RACE ENTRY, RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

By executing this application for the use of stall space on the premises of Hoosier Park, LLC (“Hoosier”), the undersigned (“Trainer”) agrees on behalf of himself or herself and as agent for the Owner(s) listed on the reverse side hereof, as follows:

1. Compliance: Trainer will comply with and abide by all terms and conditions set forth in this agreement, and all rules and regulation of the Indiana Horse Racing Commission and Hoosier. Trainer shall be responsible for obtaining and becoming familiar with such rules, conditions and regulations. Hoosier reserves the right to make all decisions regarding the interpretation and application of any rules, regulations and conditions and its decisions shall be binding upon Trainer. Trainer further agrees to comply with and abide by any decision of the State of Indiana racing officials and/or the officers of Hoosier.

2. Investigation of Trainer: Trainer agrees and consents to Hoosier and/or its agents’ investigating Trainer, whereby information may be requested from third parties as to character, reputation and any other information as Hoosier determines to be relevant to Trainer’s suitability as a racing participant.

3. Host Rights: “Host Rights” shall be defined as the sole and exclusive right to produce, exhibit, sell, license, transfer or transmit in any manner, still or motion pictures, radio and/or television broadcast, or any other media transmission, now known or hereafter developed, all events which occur on Hoosier’s premises, including without limitation, all activities occurring before, during or after horse races and the sole and exclusive right to utilize the race and the results thereof for any purpose or use as Hoosier shall determine.

4. Reservation of Rights: Hoosier reserves unto itself, its agents, assignees and licensees all Host Rights and the Trainer consents to this reservation of Host Rights. Trainer consents to be photographed or to otherwise be a subject of still and/or moving pictures, radio and/or television programs without remuneration. Trainer further consents to have horse(s) listed on the reverse side hereof or horse(s) on Hoosier premises while under Trainer’s control to be photographed or to otherwise be a subject of still and/or moving pictures, radio and/or television programs without remuneration. The Trainer agrees that he has not and will not execute any documents or take any other action which purports to assign or otherwise transfer any interest in the Host Rights or assert, claim, demand or initiate a cause of action against Hoosier which is inconsistent with the full and exclusive exercise by Hoosier of its Host Rights.

5. Use: Hoosier reserves unto itself the exclusive right, in its sole discretion, to modify, alter or change the physical condition or use of any of its facilities; that the permission granted herein to use Hoosier’s facilities is solely for the purposes related to racing and does not constitute a lease of such facilities and Hoosier maintains the sole interest in and exclusive control of its premises and facilities. Hoosier reserves to itself the exclusive right to reduce or to totally eliminate the number of stalls assigned and/or change the location of stall(s) assigned to the Trainer.

6. Termination: Trainer agrees that the approval granted herein to enter on the Hoosier premises and to use the Hoosier facilities is subject to termination, with or without cause at the sole discretion of Hoosier upon 48 hours notice in writing delivered by mail, facsimile or in person to Trainer at address indicated on the reverse side hereof or such other address as may be designated by Trainer in writing. Hoosier may immediately terminate this agreement without notice when in its sole determination Trainer, Owner, their agents, employees or others on the Hoosier premises at their respective invitation or request, violate any rule or regulation of the Indiana Horse Racing Commission or Hoosier or create in whole or in part, any condition that may interfere with the safe and efficient conduct of any activity on the premises of Hoosier or upon the termination of the Trainer’s relationship with the Owner(s) listed on the reverse side hereof.

7. Release, Waiver and Indemnification: Trainer and/or Owner, for themselves their successors and assigns, hereby agree to indemnify, defend, and hold harmless Hoosier, its partners, affiliates, officers, directors, employees, agents, successors, assigns, contractors, subcontractors, servants, and licensees from and against all losses, liabilities, claims, demands, causes of action, damages, costs, including attorney’s fees, and expenses of every kind and nature, whether or not covered by insurance, arising out of, resulting from or caused by, in whole or part , any act, error, omission, misstatement, misrepresentation or willful misconduct on part of Trainer and/or Owner including, but not limited to those in connection with loss of life, personal injury, damage to property, loss of life or injury to horses, , and any liability for fines, fees or penalties for violations of any statutes, ordinances, codes, rules, regulations or standards by Trainer and/or Owner. These obligations shall survive the termination of this Agreement.

Trainer and/or Owner hereby release and waive all claims against and agree not to sue Hoosier, its partners, affiliates, officers, directors, employees, agents, successors, assigns, contractors, subcontractors, servants, and licensees for any losses, liabilities, claims, demands, causes of action, damages, costs, including attorney’s fees, and expenses of every kind and nature, whether or not covered by insurance, arising out of, resulting from or caused by, in whole or in part, any act, error, omission, misstatement, misrepresentation or willful misconduct by Hoosier, its partners, affiliates, officers, directors, employees, agents, successors, assigns, contractors, subcontractors, servants, and licensees, including, but not limited to, loss of life, personal injury, damage to property, loss of life or injury to horses, and any liability for fines, fees or penalties for violations of any statutes, ordinances, codes, rules, regulations by Hoosier, its partners, affiliates, officers, directors, employees, agents, successors, assigns, contractors, subcontractors, servants, and licensees.

These obligations shall survive the termination of this Agreement.

Trainer and/or Owner knowing and recognizing the risks and danger of the activities contemplated herein, the results of which may be unanticipated and unexpected, and having inspected and being familiar with Hoosier’s facilities does voluntarily and fully assume all risks of loss by any cause whatsoever of life, personal injury, and damage to any property, whether or not brought onto the premises of Hoosier with the knowledge or at the request of the Trainer and/or Owner. Trainer and/or Owner does voluntarily and fully assume all risks of loss by any cause whatsoever of life or injury to horses including but not limited to horses, owned or controlled by Trainer and/or Owner whether or not brought onto the premises of Hoosier with the knowledge of or at the request of the Trainer and/or Owner. The provisions in this paragraph shall apply regardless of any action, inaction or negligence of Hoosier and shall be construed to be as broad as permitted by law. Any insurance maintained by Hoosier shall not affect the terms or interpretation of this Paragraph. These obligations shall survive the termination of this Agreement.

8. Interstate wagering: Trainer consents to Hoosier contracting with any domestic or foreign licensed wagering entity for the purpose of accepting wagers on races at Hoosier pursuant to the Interstate Horseracing Act of 1978, 15U.S.C. s3001 et seq. The terms of the contract shall be the sole and exclusive decision of Hoosier, and Trainer shall not be entitled to any rights or remuneration of any kind under said agreement. Trainer warrants he has not been given by and he has not given to any other party the right or authority to assert any claim, demand or cause of action based on this section.

9. Cancellation of Races: Hoosier reserves the right to cancel any race, without notice at any time prior to the actual running thereof, without liability, except for the return of fees as required by the Indiana Horse Racing Commission. Hoosier reserves the right to refuse, cancel or revoke any nomination or entry or the transfer thereof for any reason and without notice.

10. Horsemen’s Association: In consideration of Hoosier applying a portion of revenues received from interstate wagering to purses for races run at Hoosier during the current racing season, the Trainer hereby agrees to join a horsemen’s association (“Association”) recognized under IC 4-35.

11. Stabling and Training: Training on the Hoosier premises shall be allowed only at such times, if any, and only in accordance with any instructions or directions as determined by Hoosier. Applications for stall allocations are received only with the understanding that Hoosier reserves the right to refuse application, rescind approval of same or rescind permission for the transfer thereof for any reason and without notice to Trainer and/or Owner. Prior to bringing horses onto the premises of Hoosier, Trainer shall provide Hoosier with accurate information identifying each person employed by Trainer and/or Owner. Trainer shall promptly notify Hoosier of any change of employees or in their respective information. It is Trainer’s obligation to abide by all stabling rules and to see that all individuals employed by or under Trainer’s control comply with those rules.

12. Trainer: For purposes of this Agreement whenever the word “Trainer” is used herein, it shall include Trainer, (person licensed by the IHRC who has signed this Agreement), anyone who is entrusted with the care and well being of horses listed on this application, and Trainer’s drivers, grooms, servants, agents, employees and invitees, representatives, and assigns. If Trainer is an agent, Trainer shall be meant to include the person for whom he is agent. Trainer represents and warrants that he is either the Owner or is the duly authorized agent of the Owner with express authority to enter into this Agreement for and on behalf of the owner.

13. Horses: Horses shipped to Hoosier that are not listed on the reverse side hereof will not be unloaded regardless if stall has been allotted. There shall be no substitution of horses in allotted stalls without consent of the racing secretary.

14. Miscellaneous: This agreement is applicable whenever any Trainer, Owner, or horse is on or off the premises of Hoosier as provide in this agreement regardless of whether participating in a race or other activities, in or out of season. Trainer agrees to comply with the IHRC and State of Indiana requirements for workers’ compensation. The individual signing this Agreement upon the request of Hoosier shall provide Hoosier with a written and signed acceptance of the terms of this Agreement from anyone as determined by Hoosier.

THE UNDERSIGNED TRAINER HEREBY CERTIFIES THAT HE OR SHE HAS READ AND UNDERSTANDS AND AGREES TO THE FOREGOING TERMS AND CONDITIONS INCLUDING RELEASE AND WAIVER PROVISIONS AND HAS PROVIDED A COPY OF THIS AGREEMENT TO THE OWNER(S) LISTED HEREON AND HAS VOLUNTARILY SIGNED THIS AGREEMENT. NO ORAL REPRESENTATION, STATEMENTS OR INDUCEMENT APART FROM THIS AGREEMENT HAS BEEN MADE.

APPLICATION MUST BE SIGNED

Date: _____
Signature, Trainer

Unqualified and unlimited on behalf of himself or herself and Owner(s) listed on the reverse side hereof.

Date: _____ By: _____

Hoosier Park, LLC. - Signature, Racing Secretary

