

Stall Application, Stabling, Race Entry,
Racing Release and Waiver

2021 Winter Training Stall Application

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.



4500 Dan Patch Circle
Anderson, IN 46013

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

Applications are due by September 1, 2021

Horses must have been stabled on the grounds during the 2021 meet to be eligible for winter stabling.

Trainer Name _____

Address _____

City, State and Zip _____

Phone Number _____

Cell Phone Number _____

Scott Peine
Dir. of Racing/Racing Secretary

Rick Moore
VP/General Manager of Racing

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

NAME OF HORSE	Ind. Sired (✓)	SEX/AGE	GAIT	DATE READY TO RACE	Current Classification or Claiming Price	2021 EARNINGS	LAST START	OWNER(S)
1								
2								
3								
4								
5								
6								
7								
8								

IMPORTANT REMINDER: TRAINERS are responsible for the custody, care and control of their horses. If there is a change in trainer, a new stall application may be required.

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

Dorm Rooms Needed? _____ Walker/Arm Needed? _____ * \$150 per arm \$600 per whole wheel (Non-Refundable)

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

STABLING, RACE ENTRY AND RACING, RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

By executing this application for the use of stall space on the premises of Hoosier Park, LLC d/b/a Harrah's Hoosier Park Racing & Casino ("Harrah's Hoosier Park"), the undersigned ("Trainer") attests that he/she is the agent of the Owner(s) listed on the reverse side hereof and Trainer hereby acknowledges and agrees on behalf of himself or herself and as agent for the Owner(s) as follows:

1. Compliance: Trainer will comply with and abide by all terms and conditions set forth in this Agreement, and all rules and regulations of the Indiana Horse Racing Commission (IHRC) and Harrah's Hoosier Park. Trainer shall be responsible for obtaining and becoming familiar with such rules, conditions and regulations. Harrah's Hoosier Park 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 Harrah's Hoosier Park.
2. Investigation of Trainer: Trainer agrees and consents to Harrah's Hoosier Park and/or its agents investigating Trainer, whereby information may be requested from third parties as to character, reputation and any other information as Harrah's Hoosier Park determines to be relevant to Trainer's and Owner's suitability as a racing participants.
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 Harrah's Hoosier Park'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 Harrah's Hoosier Park shall determine.
4. Reservation of Rights: Harrah's Hoosier Park 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 Harrah's Hoosier Park 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 Harrah's Hoosier Park which is inconsistent with the full and exclusive exercise by Harrah's Hoosier Park of its Host Rights.
5. Use: Harrah's Hoosier Park 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 Harrah's Hoosier Park's facilities is solely for the purposes related to racing and does not constitute a lease of such facilities and Harrah's Hoosier Park maintains the sole interest in and exclusive control of its premises and facilities. Harrah's Hoosier Park reserves to itself the exclusive right to reduce or 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 Harrah's Hoosier Park premises and to use Harrah's Hoosier Park's facilities is subject to termination, with or without cause at the sole discretion of Harrah's Hoosier Park upon 48-hour notice in writing delivered by mail or in person to Trainer at the address indicated on the reverse side hereof or such other address as may be designated by Trainer in writing. Harrah's Hoosier Park may immediately terminate this agreement without notice when in its sole determination Trainer, Owner, their agents, employees or others on Harrah's Hoosier Park's premises at their respective invitation or request, violate any rule or regulation of the IHRC or Harrah's Hoosier Park 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 Harrah's Hoosier Park or upon the termination of the Trainer's relationship with the Owner(s) listed on the reverse side hereof.
7. Release, Waiver and Indemnification:
 - a. Trainer and/or Owner, for themselves their successors and assigns, hereby agree to indemnify, defend, and hold harmless Harrah's Hoosier Park, its partners, parents, members, 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.
 - b. Trainer and/or Owner hereby release and waive all claims against and agree not to sue Harrah's Hoosier Park, its partners, parents, members, 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, or alleged to be caused by, regardless of negligence, in whole or in part, any act, error, omission, misstatement, misrepresentation or willful misconduct by Harrah's Hoosier Park, its members, affiliates, officers, managers, parents, 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 Harrah's Hoosier Park, its members, affiliates, officers, managers, employees, agents, successors, assigns, contractors, subcontractors, servants, and licensees. These obligations shall survive the termination of this Agreement.

- c. 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 Harrah's Hoosier Park's facilities does voluntarily and fully assume all risks of loss by any cause whatsoever, regardless of negligence, of life, personal injury, and damage to any property, whether or not brought onto the premises of Harrah's Hoosier Park 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, regardless of negligence, 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 Harrah's Hoosier Park 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 Harrah's Hoosier Park and shall be construed to be as broad as permitted by law. Any insurance maintained by Harrah's Hoosier Park 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 Harrah's Hoosier Park contracting with any domestic or foreign licensed wagering entity for the purpose of accepting wagers on races at Harrah's Hoosier Park 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 Harrah's Hoosier Park, 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 Paragraph.
9. Cancellation of Races: Harrah's Hoosier Park 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 IHRC. Harrah's Hoosier Park 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 Harrah's Hoosier Park sharing a portion of revenues received from interstate wagering with the horsemen's association representing Standardbred horsemen, that is recognized by the IHRC (Association), Trainer agrees to join the Association.
11. Stabling and Training: Training on Harrah's Hoosier Park's premises shall be allowed only at such times, if any, and only in accordance with any instructions or directions as determined by Harrah's Hoosier Park. Applications for stall allocations are received only with the understanding that Harrah's Hoosier Park 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 Harrah's Hoosier Park, Trainer shall provide Harrah's Hoosier Park with accurate information identifying each person employed by Trainer and/or Owner. Trainer shall promptly notify Harrah's Hoosier Park 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. **It is expressly understood that any Trainer or Owner at Harrah's Hoosier Park who directly or indirectly participates in the transport of a horse from Harrah's Hoosier Park to a slaughter facility or to an auction to sell horses for slaughter will be prohibited from having stalls at the track or entering races at Harrah's Hoosier Park.**
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 Harrah's Hoosier Park 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 Harrah's Hoosier Park as provided 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 Harrah's Hoosier Park shall provide Harrah's Hoosier Park with a written and signed acceptance of the terms of this Agreement from anyone as determined by Harrah's Hoosier Park.

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: _____
Trainer
Unqualified and unlimited o/b/o himself/herself and Owner(s) listed on reverse side

DATE: _____
Hoosier Park, LLC d/b/a Harrah's Hoosier Park Racing & Casino
Director of Racing/Racing Secretary