

## Arizona Downs: Stall Application, Revocable License, Release & Waiver of Liability and Indemnification Agreement

By executing this Stall Application, Revocable License, Release and Waiver of Liability and Indemnification Agreement (this “**Agreement**”) for the revocable grant of stall space by Arizona Downs, LLC (“**Arizona Downs**”), and/or accepting a grant of stall space, the undersigned (“**Trainer**”) agrees on behalf of himself/herself and as agent for each of the owners of horses controlled by Trainer (“**Owner(s)**”), as consideration for the permission of Arizona Downs for the stabling and/or training of horses, as follows:

**1. Rules and Regulations.** The undersigned will abide by all rules and regulations of the Arizona Division of Racing (ADOR) and Arizona Downs including, without limitation, House Rules, at any time adopted or as they may be amended. **Trainers and Owners shall be responsible for obtaining and becoming familiar with such rules and regulations.**

**2. Allocations.** Allocations of all stall space are made only with the agreement of Trainer that Arizona Downs reserves to itself the exclusive right, in its sole discretion, to enter, modify, alter or change the physical condition or use of any of its facilities; that the permission granted herein to Trainer to use Arizona Down’s facilities is solely for purposes incidental to racing, does not constitute a lease, but a license, of such facilities and Arizona Downs maintains the sole interest in and exclusive control of its premises and facilities; and that Arizona Downs reserves to itself the exclusive right and sole discretion to reduce or totally eliminate the number of stalls assigned and/or change the location of stalls assigned to the Trainer.

**3. Revocation.** Trainer agrees that the license granted herein to enter on Arizona Downs grounds and to use Arizona Down’s facilities is subject to revocation, with or without cause, and in the sole and exclusive discretion of Arizona Downs. The undersigned will vacate stalls and move all horses, equipment, property and personnel, upon request from Arizona Downs within a reasonable time. A violation of the rules or regulations of the ADOR or the conditions, rules and regulations of Arizona Downs or the creation, in whole or in part, by Trainer of any condition that may interfere with the efficient operation of its business by Arizona Downs or the termination of the Trainer’s agency relationship with the Owner(s) listed on the Stall Application, shall, in each case, subject this license to immediate revocation exercised at Arizona Downs’s sole and exclusive discretion, without any prior notice.

**4. Medication Compliance.** The parties agree that all horses on Arizona Downs grounds may, at Arizona Downs discretion and direction, be subject to inspection, which may include, at Arizona Downs discretion, the taking of blood, urine, saliva, or other specimen, which may be tested by Arizona Downs or its designees for the purpose of ensuring compliance with medication rules applicable in Arizona and/or for purposes of ensuring the integrity of racing.

**5. Search and Seizure.** The undersigned expressly grants to Arizona Downs the right, without prior notice, to search the person, or to order and search the stall area, rooms, lockers, vehicles and automobiles and any other area of Arizona Down’s premises occupied by undersigned, whether locked or unlocked, and to seize any illegal or unauthorized drugs, medication, mechanical devices, or other prohibited, unsafe or cruel items.

**6. Investigation Report.** In making this application for stalls or to otherwise participate in Thoroughbred racing, it is understood that an investigation report may be made whereby information is obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors, or others with whom you are associated. This inquiry includes information as to your character, general reputation, personal characteristics, and mode of living, which may be applicable. You have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation

**7. Intellectual Property.** Arizona Downs reserves to itself the exclusive right to produce, exhibit, use or dispose of motion pictures, television programs or other images or authorize or license others to make, exhibit, use or dispose motion pictures, television programs or other images of horse races and related events and the names of owners, trainers, or horses involved in events, or activities, occurring prior to, during and subsequent to the running of races on Arizona Down’s premises. In receiving permission to use the Arizona Downs premises, or in making an entry in or participating in any race on the Arizona Downs premises, the undersigned on his behalf and as agent of the Owner hereby grants consent to be photographed and to have the Owner’s horses photographed in any motion picture, television program or other image without remuneration to the undersigned or to the Owner and hereby grants Arizona Downs permission to use and exhibit such motion pictures, television and other images and names for advertising purposes, purposes of the trade or other use as Arizona Downs shall determine in its sole and exclusive discretion.

**8. Release and Indemnification.** All ADOR licensees, including but not limited to Arizona Downs, owners, trainers jockeys, exercise riders and grooms (“**Licensees**”), participating in stabling, racing, training and related activities at Arizona Downs recognize that hazards and risks inherent in such activities may cause the injury or death of horses. Therefore, in consideration of participating in stabling, racing, training and related activities at Arizona Downs, **all licensees assume the risks of, and release, hold harmless and covenant not to sue all other licensees so participating for negligence that causes or contributes to loss, loss of use, injury or damage to horses while on the premises of Arizona Downs,** whether arising from alleged acts or omissions of a Licensee or its agents or employees, the condition of the premises of Arizona Downs, or any other cause. Except as provided above, all Licensees participating in racing, training, and related activities at Arizona Downs shall be responsible for their own acts and omissions and those of their agents and employees to the same extent as provided by law. The foregoing provisions shall be construed in a manner consistent with the limitations set forth herein to be as broad and inclusive as permitted by the laws of the State of Arizona and shall be binding upon trainer, his successors or assignees. In the event of any inconsistency between these provisions and the ADOR Regulations, the ADOR Regulations shall control. Further, these provisions will be deemed to be amended to the extent of, and to be in compliance with, any amendment to the ADOR Regulations.

**9. Current negative Coggins and Health Certificate evidencing an equine EHV inoculation dated 14 days prior to shipping and no older than 90 days for every horse, (including ponies) must be presented at stable gate before horses will be permitted to unload.**

**10. STALLS MAY NOT BE SUBLET.** In addition, no vacant stalls may be used in order to allow horses to ship in for daily workouts.

**11. Cancellation of Races.** Arizona Downs 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 ADOR Regulations. Nominations or the making of any entry to any of the races is received with the understanding that Arizona Downs reserves the right to refuse, cancel, or revoke any nomination or entry or the transfer thereof for any reason without notice.

**12 Stabling and Training Rules.** Training on the Arizona Downs track will be allowed only at such times, if any, and only in accordance with any instructions and directions regarding training activities as may be determined by Arizona Downs. Applications for stall allocations are received only with the understanding that Arizona Downs reserves the right to refuse, cancel or revoke any stall application or the transfer thereof for any reason and without notice to Trainer.

**13. Miscellaneous.** This agreement will be effective with regard to Trainer’s stabling during and/or participation in the race meet specified herein, and Trainer’s participation in any and all other race meetings and related activities or the non-seasonal use by Trainer of stall space.

For purposes of this agreement, whenever the word “Trainer” is used herein, it shall include the Trainer (and if Trainer is an agent/assistant to any Trainer, the principal for whom he is agent), all Owners(s) of horses controlled by Trainer, and their heirs, representatives, successors, next of kin and assigns; provided, however, that the rights and benefits of the Trainer under this agreement are personal and no such right or benefit will be subject to voluntary or involuntary alienation, assignment or transfer. Trainer covenants that the Owners(s) have agreed to the foregoing conditions and further agrees that he will deliver their written consent and agreement to such conditions upon request by Arizona Downs. Trainer will indemnify and hold Arizona Downs harmless from and against any claim or cause of action (including any expense incurred therewith, including reasonable attorneys’ and other fees) that may be asserted by or on behalf of any person, which is inconsistent with the release and indemnification provisions set forth in the foregoing paragraphs. References to “he” in this agreement shall apply equally to members of the male or female gender. This agreement will be governed by, interpreted and enforced in accordance with the laws of the State of Arizona.

**14. Equine Injury Database.** In consideration of the acceptance of a nomination of any horse to any race described in the condition book, the Owner(s) and Trainer of such horse consent to the collection of information related to any equine injury occurring at Arizona Downs to such horse and entry of said information into a database maintained by The Jockey Club (the “**Equine Injury Database**”). Said Owner(s) and Trainer further agree to indemnify, release, hold harmless and covenant not to sue Arizona Downs, its owners, parents, subsidiaries or affiliates, any state or track appointed veterinarian collecting such information, and The Jockey Club (collectively, “**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 the Owner(s), Trainer, or any third party, or (b) relating to any equine injury report run, published or otherwise created by any of the Indemnified Parties, including owners, stewards, directors, officers, employees and agents of any of them (either directly or indirectly).

After confirmation of stall allocations, the undersigned agrees to notify Arizona Downs immediately of any material changes in shipping plans.

**DO NOT SHIP TO ARIZONA DOWNS UNTIL NOTIFIED THAT STALL RESERVATIONS HAVE BEEN ALLOTTED.**

**THE UNDERSIGNED OWNER/TRAINER HEREBY CERTIFIES THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES TO THE FOREGOING TERMS AND CONDITIONS INCLUDING ALL RELEASE PROVISIONS, AND IF SIGNED BY THE TRAINER, TRAINER HAS PROVIDED A COPY OF THIS AGREEMENT TO EACH OF THE OWNER(S) SO LISTED HEREON. HE HAS VOLUNTARILY SIGNED THIS AGREEMENT AND NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS AGREEMENT HAVE BEEN MADE.**

Date: \_\_\_\_\_

Owner/Trainer Signature: \_\_\_\_\_

**2019 STALL APPLICATION**

**Racing returns to Prescott Valley  
May 24 – September 2, 2019**

**April 1<sup>st</sup>** - Applications due.

**April 26<sup>th</sup>** - Stable area available for stall bedding. Shavings only please.

**April 29<sup>th</sup>** - Stable area opens for horses.

**May 2<sup>nd</sup>** - Track opens for training.

**Please mail to Arizona Downs or scan & email to [Randy@ArizonaDowns.com](mailto:Randy@ArizonaDowns.com)**



**ARIZONA DOWNS**

**10501 E. Route 89A  
Prescott Valley, AZ 86315  
(928) 227-1996**

**Randy Wehrman – Racing Secretary  
859-640-7947**

Name: \_\_\_\_\_

Permanent address: \_\_\_\_\_

\_\_\_\_\_

Current address: \_\_\_\_\_

\_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Home phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

	Name of Horse (Please print)	Sex	Breed	Age	Class	Distance Preferred	Date & Track of Last Start (must be supplied)	Name of Owner	Complete Permanent Address
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									

Applications must be filled out completely and signed on the reverse side by the trainer, as representative of all parties having an interest in the horses listed. This application is subject to the terms and conditions outlined on the reverse side.

**Arizona Law requires all employers to provide Worker’s Compensation insurance covering all employees. Trainer acknowledges that Trainer is solely responsible for Worker’s Compensation insurance for any and all of Trainer’s employees as required under Arizona law. Trainer further acknowledges that Trainer is responsible for maintaining all required employee records and for complying with the federal laws.**

**STALL APPLICATIONS WILL NOT BE ACCEPTED WITHOUT COPIES OF AN INSURANCE CERTIFICATE EVIDENCING WORKER’S COMPENSATION COVERAGE AND GENERAL LIABILITY INSURANCE. HORSES SHIPPED TO ARIZONA DOWNS WITHOUT APPROVAL WILL NOT BE UNLOADED. IF ALLOCATED STALLS, THERE WILL BE NO SUBSTITUTION OF HORSES WITHOUT THE CONSENT OF THE RACING SECRETARY.**