

**HORSES
WILL NOT
BE ADMITTED
WITHOUT STALL
CONFIRMATION**

SOUTH FLORIDA RACING ASSOCIATION, LLC

STALL APPLICATION:
HIALEAH PARK
BOX 158 HIALEAH, FL 33011
PHONE: (305) 885-8000 FAX: (305) 887-8006
ATTN: STALL COMMITTEE

2016-2017 RACING SEASON

May 31, 2017 - June 25, 2017 (Pending)

APPLICATIONS ARE DUE BY APRIL 14, 2017

STABLE AREA OPENS MAY 24, 2017

FOALS OF 2016 WILL NOT BE ALLOWED ON GROUNDS

**BEDDING TO BE APPROVED
BY HIALEAH PARK**

**WATER HOSES
MUST HAVE SHUTOFF**

TRAINERS ATTENTION!

1. Applicant must furnish a certificate of trainer and or owner covered by Worker's Compensation for the State of Florida for each employee. Proof of Worker's Compensation Insurance must be provided prior to the allocation of stalls. Such certificates shall provide for 30 days advance notice in case of cancellation. Applicant also agrees to provide a renewal contract at least 30 days prior to the expiration of said policy.
2. The bona fide owner of each horse must be named on this application.
3. No dogs or other pets will be allowed in the stable area.
4. All horses must have a negative Coggin test before being admitted to Hialeah.
5. Any stalls not occupied with horses listed on application by May 25, 2017 will automatically revert back to Hialeah Park.
6. Trainer must present past performances with application.

NAME OF HORSE (PRINT OR TYPE)	SEX	YEAR FOALED	ALLOWANCE OR CLAIMING PRINCE	(✓) IF MAIDEN	DISTANCE	LAST START		NAME OF OWNER	PERMANENT ADDRESS OF OWNER
						DATE	TRACK		
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									

**NO APPLICATION WILL BE ACCEPTED
WITHOUT COPIES OF CURRENT WORKER'S
COMPENSATION POLICY.**

WHEN RACING WILL YOUR HORSE BE RIDDEN WITH:

PLEASE CHECK ONE.

WESTERN SADDLE

ENGLISH OR RACING SADDLE

See Other Side



**ATTENTION:
REQUEST FOR ROOM(S)**

No. of Employees _____ to reside in barn area.

Walking Machine Request Yes No

*The above Items subject to availability

Arrival Date ____/____/____ Anticipated Departure Date ____/____/____

PLEASE PRINT AND COMPLETE BOTH SIDES

TRAINER

MAILING ADDRESS.....

CITY STATE..... ZIP.....

LOCAL (.....)..... CELL(.....)..... email.....

Race track stabled at time of application.....

DO NOT COMPLETE - FOR OFFICE USE ONLY:

Date App Red' d _____

PRIOR YEAR

Stalls _____

Starts _____

SIGNATURE ON REVERSE SIDE REQUIRED

AGREEMENT AND STALL APPLICATION

The Applicant personally and for his principal(s), if any, agrees to abide by and comply with all the rules, and regulations of the Division of Pari-Mutuel Wagering (the Division) and of South Florida Racing Association LLC (Hialeah Park), including House Rules, as amended from time to time, as well as by the terms and conditions of this contract, as follows:

1. By executing this Agreement "Applicant" represents and warrants that he is either (a) a horse trainer, acting on his own behalf and as an authorized agent empowered to bind the owner of any horse or other property under his care, custody or direction, or (b) an owner of a horse(s), or other property introduced to the Track, acting on his own behalf and as an authorized agent empowered to bind each trainer having authority or responsibility for such owner's horse(s) or other property. The term, "Applicant," when used herein means the undersigned **as well as** all persons and entities for whom the undersigned is acting under the foregoing provision, including and not limited to all owners and trainers of all horses who shall occupy a stall or race at Hialeah Park pursuant to the agreement and stall application.

The term, "Hialeah Park" shall mean South Florida Racing Association, LLC, all of its subsidiaries, parents, affiliates, and the officers, employees, agents, invitees, and guests of all such entities or persons.

The term "Track" shall mean all real or personal property owned, leased, or controlled by Hialeah Park, including all real property contained within or without the enclosure of the Hialeah Park, as well as any motor vehicles or trailers, owned or leased by Hialeah Park, while in use within the track enclosure or elsewhere.

The term "Associate", shall mean any individual invited, brought onto, or for any other reason present at the Track at the request of, for the benefit of, or because of Applicant or of other individual or entity for which Applicant is acting, be it an employee, agent, principal, invitee or guest.

2. Every Applicant signing this agreement undertakes all of the duties and obligations imposed hereby on his own personal behalf. **In addition**, when a trainer signs this agreement as Applicant, the trainer signs it on behalf of the owner(s) of any horse or other property under the trainer's care, custody, or direction, and by so doing also binds the owner to all the terms and obligations of this agreement just as fully as if the owner, had executed this agreement personally. **In addition**, when an owner is the "Applicant", he signs it on behalf of each trainer, who has or is given care, custody, or direction of the owner's horse or other property, and by so doing binds the trainer to all the terms and obligations of this Agreement, just as fully as if the trainer had executed this agreement personally.

3. Hialeah Park may televise, or authorize or license the televising of horse racing or any other activity conducted at the Track and reserves exclusively for itself all television, film and broadcasting rights relating to any activity conducted at the Track. At Hialeah Park's request, Applicant will cause himself and any Associate who (or whose property) is or may be filmed, televised, or broadcasted while at the Track to sign and deliver to Hialeah Park releases in a form provided by Hialeah Park permitting, without compensation, such filming, broadcasting, or television activity and granting to Hialeah Park the exclusive right to exhibit such media at any time.

4. Applicant agrees not to introduce or bring any horse to the Track unless and until:

(a) A stall application in a form provided by Hialeah Park has been completed for each horse brought or introduced to the Track;

(b) The stall application has been approved by Hialeah Park; and

(c) The Applicant has been notified by Hialeah Park that stalls have been allotted to him.

If and for so long as stall space is granted, Applicant and all of his Associates shall be mere licensees upon the Track.

The license so granted is solely for the stabling of horses and is revocable at any time and without reason by Hialeah Park.

5. Possession, control, and custody of every horse stabled at the Track are vested solely in Applicant, and the horse's owner, and trainer, each of whom has full responsibility and liability, irrespective of fault, for the care, welfare, and conduct of the horse(s) and any other property introduced to the Track by Applicant, owner, trainer, or any of Applicant's Associates.

6. (a) Except as hereinafter provided, Hialeah Park will not be liable or responsible for any losses, injuries or damages to persons or property sustained by any Applicant and Applicant's agents, servants, employees, owners, invitees, Associates or horses in connection with any activities conducted at the Track or during the transportation of persons, property or horses anywhere in vehicles owned, leased or controlled by Hialeah Park. Applicant assumes and shall be exclusively responsible for any and all risk of loss in connection with Applicant's horse racing and training activities at Hialeah Park, including injury to, death of or damage caused to or by any horse, other property or any Associate of Applicant introduced onto the Track or the premises of Hialeah Park by Applicant or any agent of Applicant or an Associate of the Applicant, irrespective of whether such injury, death or damage is caused by the fault or negligence of Hialeah Park, including the claimed or actual condition of the Track or for any other reason or cause whatsoever.

(b) Furthermore, in consideration of the benefits obtained by Applicant hereunder, Applicant agrees to completely indemnify, hold harmless and defend Hialeah Park from any claims, losses, liabilities or demands whatsoever resulting from or arising directly or indirectly from the acts or omission of Applicant and Applicant's agents, servants, employees, owners, invitees, Associates or horses, in whole or in part, from or on or in connection with Applicant's activities at Hialeah Park; provided, however, that the foregoing contractual indemnification shall not be effective as to any claim, loss, liability or demand attributable exclusively to the negligence or willful act or omission of Hialeah Park. For Applicant's own protection, Applicant may wish to secure liability and/or mortality insurance coverage for horses and other insurance coverages for loss by fire, theft, negligence or otherwise, as Hialeah Park provides no such coverage. If liability insurance is secured by Applicant, Applicant shall cause Hialeah Park to be listed as an additional insured under such policy and a certificate evidencing such insurance shall be provided to Hialeah Park.

7. No relationship of bailor-bailee exists between Hialeah Park and Applicant or Applicant's Associates.

8. Applicant has been entrusted by Hialeah Park with the stalls assigned and shall be completely liable for any misuse of or damage to the stalls assigned to him and for the conduct of Associates on the Track.

9. Applicant may apply for living quarters for any of his Associates, which will be assigned by the stable management of Hialeah Park, in its sole discretion and subject to availability. All requests for rooms must be accompanied by an executed Hialeah Park's Responsibility Form, signed by the applicant and the occupant. Hialeah Park shall be entitled (but not obligated) to conduct periodic inspections of such quarters. Hialeah Park shall be entitled to dismiss and exclude occupant from the Track, if Hialeah Park in its sole discretion, finds more than one instance of damage in a room.

10. No provision of this contract shall be deemed waived by the fact that Hialeah Park does or does not presently, in the past, or in the future, have or furnish insurance coverage covering any activity described in this Agreement. Applicant further agrees that he, his owner, trainer, Associates, horses and other property are not entitled to be and are not covered by Hialeah Park's insurance, and that no claim will be made against any insurance policies of Hialeah Park for any reason by him, his owner, trainer, or Associates.

11. Applicant agrees that the failure to include the names of any horses on the reverse side of this or any other application form, or to supplement such form after execution with the names of any other horses, shall not limit the terms or undertakings of this Agreement, and that all of the terms and obligations of the Agreement apply just as fully to any other horse, property, or Associate introduced by Applicant to the Track by Applicant, irrespective of whether such horse is listed on the reverse side of this form or any other required form and irrespective of whether, Applicant, owner, trainer, or Applicant's Associates comply with any other application, registration, or licensing requirements.

12. Applicant is obligated to assure that he, any property (including horses), and any of his Associates, introduced to the Track are licensed (if required by law) for all time periods that such licensing is required, and agrees that he will immediately advise Hialeah Park security of the discharge of any such Associate from his agency or employ, or of the lack of license of any such Associate or himself for any period of time. Further, Applicant shall be obligated to inform Hialeah Park of any facts or circumstances involving Applicant, his owner or trainer, Associate, or property which might cause harm to, or detrimentally affect, the reputation, safety, prestige or property of Hialeah Park, the horse racing industry, and/or the other persons or property at the Track.

13. The horses indicated on this stall application (the reverse side) shall be the only horses considered for stall allotment. Any horse not listed shall not be permitted on the grounds of Hialeah Park unless approved by Hialeah Park.

14. This agreement shall be construed under Florida law.

15. Any person participating in any race meet at Hialeah Park or attending any event at Hialeah Park or participating in any manner on the grounds of Hialeah Park hereby agrees to abide by the laws of the State of Florida Department of Business and Professional Regulation and the Rules of Hialeah Park, including its House Rules.

16. Hialeah Park reserves the right to cancel any race at any time prior to the actual running of said race without any liability to Hialeah Park. Additionally, Hialeah Park reserves the right to refuse, cancel, or revoke any entry, nomination to enter, or transfer for any reason and without notification.

17. Training on the Hialeah Park racing surfaces will be allowed only at such times as determined by Hialeah Park and only in accordance with any instruction, limitations, or directions as may be determined by Hialeah Park.

18. **NOTICE: Under Florida Law, any equine activity sponsor or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.**

19. Hialeah Park's House Rules, as they may be amended from time to time, may contain provisions that apply a stricter standard of discipline that is presently provided under the laws and regulation of the Division for medication and drug violations. Notwithstanding any special House Rules that Hialeah Park may adopt regarding medication and drug violations, Hialeah Park reserves for itself at all times the common law right to exclude from the Track or to decline to accept entries from any Applicant or person as Hialeah Park shall determine in its sole and absolute discretion.

20. By Filing this stall application, applicant agrees to all Terms and Conditions enumerated in the "Membership Affirmation and Pledge Card" of the South Florida Quarter Horse Association, Inc. and agrees to sign and file said document with the Hialeah Park Racing Office.

21. I HAVE READ THE TERMS AND CONDITIONS UPON WHICH THIS APPLICATION FOR STALL RESERVATIONS WILL BE CONSIDERED, AND IF GRANTED, I AGREE THERETO AND WILL ABIDE BY THE SAME. I UNDERSTAND THAT I SHALL BE BOUND BY ALL OF THE UNDERTAKINGS CONTAINED HEREIN IF FOR ANY REASON, ANY HORSE, PROPERTY, OR ASSOCIATE OF MINE COMES ONTO THE TRACK, EVEN IN ADVANCE OF ACCEPTANCE OF THIS AGREEMENT BY HIALEAH PARK.

NAME OF APPLICANT (PRINT) _____

ADDRESS _____

PHONE CONTACT _____ E-MAIL _____

DATE _____

SIGNATURE OF APPLICANT