

2008 Racing Season  
(June 14 – August 24)

FILL IN ALL SPACES COMPLETELY

Trainer/Stable \_\_\_\_\_  
 Trainer USTA Membership No. \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ Zip \_\_\_\_\_  
 Home Phone: \_\_\_\_\_  
 Cell Phone: \_\_\_\_\_  
 Expected Arrival Date \_\_\_\_\_  
 Expected Departure Date \_\_\_\_\_



Mailing Address:  
 PO Box 11  
 Berlin, MD 21811  
 (410) 641-0600

\_\_\_\_\_ I do not request stalls on the grounds, but do desire ship-in and racing privileges.

*NOTE: Ship-in horses must have this Stall Application on file.*

\_\_\_\_\_ I do request stalls for the horses listed below.

**ALLOTTED STALLS NOT FILLED  
 WILL BE CANCELLED.**

**APPLICATION MUST  
 BE SIGNED ON BOTTOM**

Name of Horse	Age	Sex	Gait	Coded Class of Last Start (Example: NW2000L6)	Date & Track of Horse's Last Start	Owner(s) of Horse	S.S.N.

**HORSES GRANTED STALLS ARE REQUIRED TO RACE AT OCEAN DOWNS RACETRACK.**

No Substitutions to the above accepted horses will be permitted unless confirmed by the Racing Secretary prior to shipping.  
**DO NOT SHIP HORSES UNTIL RESERVATIONS ARE CONFIRMED BY THE RACING SECRETARY.**

*All horses are required to have a negative Coggins Test and Herpes Vaccination Certificates dated within a year.*  
 THE MARYLAND STATE RACING COMMISSION RULES REQUIRE ALL OWNERS AND TRAINERS TO CARRY COMPENSATION INSURANCE COVERING ALL THEIR EMPLOYEES INCLUDING DRIVERS, WARM-UP DRIVERS, GROOMS, AND ALL OTHERS ACTING IN THE CAPACITY OF TRAINING HORSES. A CERTIFICATE OF COMPLIANCE WITH THIS RULE MUST BE ON FILE WITH THE RACING COMMISSION BEFORE A STATE LICENSE IS ISSUED.

**THE UNDERSIGNED TRAINER HEREBY CERTIFIES THAT I HAVE READ AND UNDERSTAND AND AGREE TO THE FOREGOING TERMS AND CONDITIONS INCLUDING ALL RELEASE PROVISIONS. I HAVE PROVIDED A COPY OF THIS AGREEMENT TO EACH OF THE OWNER(S) LISTED HERON. I HAVE VOLUNTARILY SIGNED THIS AGREEMENT AND NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS AGREEMENT HAVE BEEN MADE.**

**TRACK RULES AND CONDITIONS ON REVERSE SIDE  
 Read Carefully and Sign Here if You Agree**

\_\_\_\_\_  
*Signature: Trainer, on behalf of himself, and as authorized agent of Owner(s) listed heron, which agency is not qualified or limited.*

1. It is understood that Ocean Downs may assign stall space or other accommodations to any or all of the horses listed herein and the undersigned (Applicant) hereby authorizes Ocean Downs to cross out the names of any of the horses listed herein to which Ocean Downs does not wish to assign stall space or other accommodations and to assign stall space or other accommodations only to the horses whose names are not so crossed out. Applicant agrees to be bound by the terms and conditions of this contract as set forth herein, even though the contract may be altered by Ocean Downs crossing out the names of any horses listed herein, just as if the Applicant had signed this contract without listing the horses so crossed out by Ocean Downs.
2. This contract shall not be binding upon Ocean Downs until signed by the Racing Secretary of Ocean Downs and when signed shall obligate Ocean Downs to provide stall space or other accommodations only to those horses listed on this contract whose names have not been crossed out by Ocean Downs as herein set forth. No changes may be made without notifying Ocean Downs and obtaining written permission of the Racing Secretary to do so.
3. The terms of this contract shall be for the racing days starting and including all days raced at the track until the next stall application is due.
4. Applicant shall enter and race the horses listed herein which have been assigned stall space by Ocean Downs in all races for which they qualify and are eligible and for the purse listed in accordance with this contract.
5. Applicant represents that he/she and all persons for whom he/she is acting have read and are familiar with the Rules of Racing and the Regulations of the Maryland State Racing Commission, Ocean Downs, and the United States Trotting Association and agree to be bound by and comply with same completely.
6. The Rules and Regulations of the Maryland State Racing Commission shall govern the conduct of this meeting and all owners, trainers, drivers, and caretakers shall be subject to the same. Said Rules and Regulations will apply to all disputes of any kind arising from racing and shall be settled according to these rules, including classification, preferred list and stable names.
7. All owners, trainers, drivers and/or their employees must obtain a license issued by the Maryland State Racing Commission before passes to the stable area will be issued by Ocean Downs. Ocean Downs reserves the right, through its General Manager, to approve or disapprove said passes at its discretion. Approved passes may be used only by the person named on said pass to obtain access to the stable area and misuse will be cause for revocation without notice.
8. Six horses of different interests are required in all overnight events or the event may be cancelled. Purse distribution in said events shall be 50-25-12-8-5% unless otherwise specified in posted conditions. No entry fees are required in overnight events.
9. Starters in all events must be entered in the Race Office no later than the advertised time posted on the draw schedule in effect at the time.
10. Ocean Downs reserves the right to reject any entry, decline stall space, change the order of the program and to use any starting method approved by the United States Trotting Association or the Maryland State Racing Commission.
11. All changes in trainers must be reported to the Racing Secretary immediately accompanied by the owner's written authorization for said change.
12. Horses claimed or transferred or sold to any person or stable must be removed from the grounds within 24 hours unless permission to remain is given by the Racing Secretary.
13. Ocean Downs may refuse admittance to, exclude or eject anyone considered unwanted or undesirable by Ocean Downs in its sole and absolute discretion and Applicant agrees that he/she has no right to a statement of reasons therefor or to any form of hearing in respect thereof.
14. It is clearly understood and agreed that this is not a lease of any space, but is merely a revocable privilege granted by Ocean Downs only on the terms and conditions set forth. Applicant recognizes that Ocean Downs has the exclusive and inherent right, in the exercise of its sole discretion, to revoke and cancel at any time this license to all and any of its facilities, and agrees to and shall remove any or all horses, and to vacate the premises within 48 hours of such notice. In the event Applicant fails to comply with the above, Applicant hereby unconditionally authorizes and empowers Ocean Downs to remove and place such horses in any private or public stable, farm and or the like which may be available at Applicant's own direct expense, and further hold Ocean Downs and its

- officers, agents and/or representatives completely harmless and free from and all obligations, liability and/or expense whatsoever, including all disbursements and legal fees in connection with any of the foregoing. Failure to leave grounds on notice shall constitute trespass.
15. Stall space is a premium and Applicant agrees that any space not used by him/her shall unconditionally revert to Ocean Downs.
  16. Aside from the Racing Secretary and/or an authorized designee shall issue stall space. Trainers are not allowed to allot stalls, feed rooms, wash stalls or any other space to any other person for any reason.
  17. In consideration of being granted stall space in connection with a racing meet at Ocean Downs, or otherwise being permitted to participate in activities related to horse racing, the Applicant, in behalf of him/herself and the owner(s) of the horses identified on the reverse side hereof, and their respective employees, agents, drivers, 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 individually or collectively as the "Indemnifying Parties"), does hereby: (a) acknowledge that the stabling 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 thereof; (b) release, waive and discharge and agree to indemnify and hold harmless Ocean Downs and its subsidiaries and affiliates, 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 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 from whom any of the Indemnifying Parties is acting, while on or off the premises of any of the Indemnifying Parties, while being transported in any manner on or off such premises, or while participating in any stabling or other activities relating to horse racing, regardless of how such may have been caused, including without limitation the negligent or willful act or omission of the Indemnifying 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, attorney fees) which may be awarded to any person or incurred by any of the Indemnified Parties by reason of or arising out of any of the Indemnified Parties or their property in or upon the premises of any of the Indemnified Parties or the transportation of the Indemnified Parties or their property in any manner on or off such premises. All the terms and conditions of this Stall Application shall be governed by the laws of Maryland. The Indemnified Parties expressly agree that the provisions of this paragraph 17 are intended to be as broad and inclusive as permitted by the laws of Maryland and that, if any portion thereof is held invalid, the balance shall continue in full legal force and effect.
  18. Ocean Downs at its option may televise, audio broadcast or rebroadcast, photographically transcribe or reproduce all or some of the races, preliminary events, activities at the track or ordinary daily routine at the track (all such matters hereinafter called reproduction rights) for whatever purpose deemed advisable by Ocean Downs. By executing this Stall Application, Applicant, for him/herself his/her heirs, agents, employees and assigns, hereby irrevocably grants to Ocean Downs all reproduction rights and releases Ocean Downs or anyone claiming through Ocean Downs from any liability arising from the use of such reproduction rights. Applicant, for him/herself, his/her heirs, agents, employees and assigns disclaims any right to or demand for any portion of the proceeds from such reproduction rights.
  19. This contract constitutes the sole and entire agreement of the parties.
  20. Violations of these terms and conditions may result in a loss of stable area privileges. Repeated violations may result in expulsion.

Agreed & Accepted by Ocean Downs:

\_\_\_\_\_  
Signature of Racing Secretary

Date