

DO NOT SHIP UNTIL
YOU RECEIVE
STALL ASSIGNMENT
FROM
RACING ASSOCIATION

**REVOCABLE LICENSE TO USE NYRA FACILITIES AND RELEASE
AND WAIVER OF LIABILITY AGREEMENT
THE NEW YORK RACING ASSOCIATION INC.
P.O. Box 90, Jamaica, N.Y. 11417**

APPLICATION IS HEREBY MADE SUBJECT TO THE CONDITIONS STATED HEREIN FOR
A REVOCABLE LICENSE TO OCCUPY STALLS FOR THE HORSES LISTED BELOW
(NO SUBSTITUTION OR ADDITIONS EXCEPT WITH SPECIFIC APPROVAL)

(PLEASE PRINT OR TYPE)

REVOCABLE LICENSE APPLICATIONS NOT PROPERLY COMPLETED AND SIGNED WILL NOT BE CONSIDERED.

NYRA STABLING

SARATOGA — JULY — AUGUST
DUE JUNE 1
 FALL — SEPTEMBER — DECEMBER
DUE AUGUST 1
CHECK APPROPRIATE MEET

**NO OWNER MAY HAVE MORE THAN THREE (3)
TRAINERS STABLED ON NYRA GROUNDS
UNLESS APPROVED BY THE RACING SECRETARY.**

List Only 25 Horses per Sheet
One Pony will be permitted for 10 Racehorses

NYRA SHAVINGS POLICY

A LIMIT OF 10% STALLS ON SHAVINGS TO STALLS ALLOTTED WILL BE PERMITTED.

NO.	NAME OF HORSE	Sex	Age	MAIDEN	CLASSIFI- CATION	DATE OF LAST START	DATE READY TO START	OWNER & ALL OTHER INTERESTS	OWNER'S HOME ADDRESS AND PHONE/FAX
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
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14									
15									
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17									
18									
19									
20									
21									
22									
23									
24									
25									

MUST BE SIGNED ON REVERSE SIDE

ENCLOSE PAST PERFORMANCES

ELIGIBILITY RULE: Stalls will not be allotted nor entries accepted for horses which have started for **less than \$7,500** unless they thereafter finish First (1st), Second (2nd), or Third (3rd) for **\$7,500 or more**. Any horse who runs for **\$7,500** must be 1st, 2nd or 3rd in their last (6) starts inclusive since starting for **\$7,500**. Any **maiden** which has not been 2nd, 3rd or 4th in their past (10) starts is ineligible. Any **maiden** which has started for less than **maiden \$15,000** is ineligible until winning. Any **maiden** 7 years old or older is ineligible for flat races. Any horse which has finished 1st, 2nd or 3rd in a **Starter \$7,500** or more in their last start will be eligible. Starter races above **\$10,000** will be considered allowance races for eligibility.

DO NOT WRITE
IN THIS BLOCK

STALLS ALLOTTED

DO NOT WRITE IN THIS BLOCK

REVOCABLE LICENSE TO USE NYRA FACILITIES AND RELEASE AND WAIVER OF LIABILITY AGREEMENT

In consideration of receiving permission from licensor The New York Racing Association Inc. to enter upon, and use its racing, training, stall and other facilities at Aqueduct, Belmont Park or Saratoga (hereinafter collectively referred to as the "Premises"), for purposes of racing, training, grooming, boarding and other purposes incidental to racing, for which there is no monetary charge, fee or compensation paid to or received by The New York Racing Association Inc., or in making an entry in any race held upon the Premises or racing on the Premises of The New York Racing Association Inc., the undersigned Licensee agrees, on behalf of himself/herself and as the agent for each of the owners listed on the reverse side of this Revocable License Release and Waiver of Liability Agreement (hereinafter "Revocable License Agreement"), as follows:

1. **Exclusive rights in The New York Racing Association Inc.:** (a) that the New York Racing Association Inc., its agents, trustees, officers and employees (hereinafter collectively referred to as "NYRA") reserves to itself the exclusive right and sole discretion to enter, modify, alter or change the physical condition or use of any of its facilities, wherever located on its Premises; (b) that the permission granted herein to the undersigned Licensee to use NYRA's facilities does not constitute a lease of such facilities and NYRA maintains the sole interest in and exclusive control of the Premises and said facilities; (c) that NYRA reserves to itself the exclusive right and sole discretion to reduce the number of stalls assigned and/or change the location of stalls assigned to Licensee; and (d) that NYRA 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 of motion pictures, television programs or other images of horse races and related events, and the names of jockeys, owners, trainers, or horses involved in events or activities, occurring prior, during and subsequent to the running of races on NYRA's Premises. In receiving permission to use NYRA facilities or in making an entry in or participating in any race on NYRA's Premises, the undersigned Licensee on behalf of himself/herself and as agent of the owners, hereby grants consent to be photographed and to have the owners' horses photographed in a motion picture, television program or other image without remuneration to him/her or to the owners and agrees to obtain such written consent of jockeys, employees, agents or associates, and hereby grants to NYRA permission to use and exhibit such motion pictures, television or other images and names for advertising purposes, purposes of trade or other use as NYRA shall determine in its sole and exclusive discretion.

2. **Applicable Regulations:** that this License is subject to and shall be governed by the conditions, rules and regulations of NYRA as contained in this Revocable License Agreement, and as set forth in its Condition Books, Stakes Books and Nomination Blanks, and other materials published or disseminated by NYRA, or posted in its Racing Secretary's Office, entry booths, or other NYRA publications or facilities.

3. **Revocation:** (a) that this License to enter onto Premises and to use NYRA facilities is subject to revocation with or without cause and in the sole and exclusive discretion of NYRA upon 48 hours' notice in writing delivered by mail, telegraph or in person to Licensee or to Licensee's address indicated below or such other address as may be indicated by Licensee in the future; (b) that a violation of NYRA conditions, rules and regulations as contained in this License, its Condition Books, Stakes Books, Nomination Blanks, or other materials published or disseminated by NYRA or posted in its Racing Secretary's Office, entry booths or other NYRA publications or facilities shall subject this License to immediate revocation exercisable at NYRA's sole and exclusive discretion; (c) that this License shall be subject to immediate revocation exercisable at NYRA's sole and exclusive discretion should Licensee permit others to use any of NYRA's facilities without NYRA's prior written approval; and (d) that this License shall be immediately revoked should Licensee no longer continue to act as the agent for the owners listed herein.

4. **Liability, Release and Waiver:** The undersigned Licensee (i) assumes the risk of and releases and waives against NYRA for any and all claims for loss, loss of use, injury or damage to horses owned or under the control of the Licensee or the Licensee's invitees incurred while on any NYRA Premises, including while such horses are being vanned by NYRA between its facilities unless such injury, loss or damage is caused by NYRA's negligence; (ii) releases and waives against NYRA from any and all claims for injury personally suffered by the Licensee while galloping/ponying horses on the Premises; and (iii) the parties hereto further agree that each shall be responsible for their own negligent acts and omissions as well as those of their employees, agents and express invitees to the same extent as provided by law.

5. **Scope of Revocable License Agreement:** that the release, assumption of risk and waiver provisions of this Revocable License Agreement are intended to be as broad and inclusive as permitted by the laws of the State of New York and any interpretation or construction of those terms and conditions shall be governed by the laws of the State of New York.

6. **Insurance:** that the provisions of paragraph 4 hereof shall not be deemed waived or affected in any way by the fact that NYRA does nor does not presently, or may or may not in the future, carry insurance coverage against claims or losses caused by or resulting from damage or injury to property, persons and/or horses while competing on the racetrack, using the training tracks, stables, roads, or any other facilities or while on the Premises or in transit in vehicles owned, leased, contracted for, operated or controlled by NYRA.

7. **Ownership:** to promptly file with Ownership Registry, pursuant to the rules and regulations of the New York State Racing and Wagering Board, a statement disclosing all ownership interests, including, but not limited to, all partnerships and lease interests, in every horse for which stall space is sought or used.

8. **Workers' Compensation:** to file with the New York State Racing and Wagering Board a certificate of workers' compensation insurance for the State of New York covering each of Licensee's agents and employees prior to their entering the Premises.

9. **All Horses:** must be tattooed before being permitted to start.

ON BEHALF OF MYSELF AND AS AUTHORIZED AGENT ON BEHALF OF THE OWNERS LISTED HERETO, EACH OF WHOM I HAVE PROVIDED WITH A COPY OF THIS REVOCABLE LICENSE AGREEMENT, I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND AND AGREE TO THE FOREGOING TERMS AND CONDITIONS AND THAT I HAVE VOLUNTARILY SIGNED THIS REVOCABLE LICENSE AGREEMENT AND THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS REVOCABLE LICENSE AGREEMENT HAVE BEEN MADE. I FURTHER CERTIFY THAT THE INFORMATION SET FORTH ON THE REVERSE SIDE OF THIS REVOCABLE LICENSE AGREEMENT IS TRUE.

I UNDERSTAND AND ACKNOWLEDGE THAT THIS REVOCABLE LICENSE TO USE NYRA FACILITIES AND RELEASE AND WAIVER OF LIABILITY AGREEMENT BETWEEN NYRA AND MYSELF AND AS AUTHORIZED AGENT ON BEHALF OF THE OWNERS LISTED HERETO.

THE UNDERSIGNED HEREBY REPRESENTS AND WARRANTS THAT HE/SHE IS DULY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS REVOCABLE LICENSE AGREEMENT, FOR HIMSELF/HERSELF AND ON BEHALF OF THE OWNERS LISTED ON THE REVERSE SIDE OF THIS AGREEMENT.

IMPORTANT

STALLS NOT OCCUPIED WITHIN TEN DAYS WILL REVERT TO THE ASSOCIATION. TRAINERS ARE NOT ALLOWED TO LOAN STALLS ASSIGNED TO THEM AFTER RECEIVING STABLING ASSIGNMENTS, PERMISSION TO SHIP ADDITIONAL HORSES ON THE GROUNDS REQUIRE THEIR ADDITION TO THIS REVOCABLE LICENSE AND THE APPROVAL OF THE RACING SECRETARY.

IMPORTANT

The New York State Racing and Wagering Board requires all owners and trainers to pay to the NYRA Horsemen's Bookkeeper such sums as are established by the New York Jockey Injury Compensation Fund, Inc. (for Workers' Compensation Insurance coverage for jockeys, apprentice jockeys and exercise persons) prior to their entry onto the grounds or participating in racing at NYRA facilities. (Racing, Pari-Mutuel Wagering and Breeding Law, §213-a).

Attention trainers:

NYRA has a horsemen's hospitality program for owners and trainers who start horses at all race meetings. The hospitality staff will be happy to help your owners plan their visit. We will assist them with seating, dining and parking. To provide this service, it is important that you give us complete information about each owner(s) on your stall application. Please be careful to include all telephone numbers—home, business, mobile and fax. Thank you for your help and we look forward to having you race at NYRA Tracks.

Mobile Telephone _____ (Area Code) _____ (Number)

Home Telephone _____ (Area Code) _____ (Number)

Barn Telephone _____ (Area Code) _____ (Number)

Print Name _____ Date of Birth _____

Social Security Number _____

Foal certificates must be on file with Horse Identification no later than the arrival date of the horse. In the case of unnamed two-year-olds, photostatic copies will be acceptable.

ATTENTION HORSEMEN

A revised check cashing policy has been instituted by NYRA. Any person who is responsible for a check that is returned for "insufficient funds" will receive a warning in the 1st instance and be responsible to paying said funds and an administrative fee before check cashing privileges are restored. If a 2nd instance should occur, check-cashing privileges will be revoked.

Trainer's Signature _____ Date of Signature _____ month/day/year

Mailing Address _____

e-mail Address _____