



## TERMS & CONDITIONS

As a condition of the acceptance of this application, it is mutually agreed and understood that applicant and all persons for whom he/she is acting will be bound by the terms and conditions of this stall application as set forth below, and the applicant represents that he/she has been granted the appropriate authority by all owners of the horse in the care of the applicant, to make this application and to agree to its terms and conditions along with more detailed policies found in the condition book, and to bind such owner(s) to the same.

- **Stabling Qualifications.** The following horses will not be eligible for stabling at Louisiana Downs Racetrack and Casino:
  - A horse that is over the age of (11) eleven which did not win a race the previous year will not be allowed to start.
  - All horses must have on file in Racing Office a negative coggins/piroplasmosis test dated within (1) one year and Veterinarian Inspection issued within (30) thirty days to enter stable area.
  - Entries will not be accepted for horses that are deemed to be non competitive or unfit to race by the Racing Secretary, Stewards or State Veterinarian.
- Stalls will not be reserved for horses other than those on your approved list. If you obtain other horses at a later date, subsequent stall approval will be required before shipping by the Racing Secretary.
- Upon assignment of each dormitory room, **rooms will be inspected at end of meet for any damage or rooms left in unsatisfactory condition and fees will be assessed.** There will be a \$50 fee charged to replace lost dorm keys. There will be a \$25 per stall fee charged at end of meet if stalls are not stripped of all shavings and manure. The applicant agrees to keep stabling accommodations and dormitory rooms (including restrooms) in good condition. The applicant consents to periodic inspection of said facilities without notice. Any damage caused to said facilities will be repaired by Louisiana Downs at the applicant's expense.
- Trainers having a balanced stall application will be given a preference. **Maximum stall allotment for any one trainer is 40 stalls.**
  - a. All minors (persons under 16 years of age) must be accompanied and supervised by a parent or legal guardian at all times while in the stable area.
  - b. No dogs or feathered birds of any kind shall be allowed in the stable area of the Racetrack.
  - c. Only the Racetrack's rental mechanical horse walking machines are permitted.
  - d. All water hoses located in the Racetrack stable area must have an automatic shut-off nozzle and shall be turned off when not in use.
  - e. Only biodegradable soap may be used.
  - f. State and Federal regulations require all manure and bedding material must be placed in the areas designated by the Racetrack for such purpose. More detailed policy can be found in the condition book.
  - g. All shavings must be bagged, unless prior permission to have bulk shavings delivered has been received from Racing or Maintenance Department and must be removed within 24 hours.
  - h. All hay shall be stored in hay rooms and not stalls. Round bales are allowed on backside but must be stored properly and if not stored properly could be assessed a fine.
  - i. No tarps are allowed in shedrow of barns.
  - j. All trainers on backside must have a workers compensation policy through the HBPA and be in good standing. Employee list must be on file with HBPA, Racing Office, and Stable Gate.
- **Equine Injury Database.** Louisiana Downs Racetrack and Casino has entered into an Equine Injury Database Agreement with The Jockey Club ("TJC") to implement one of the recommendations of the TJC Thoroughbred Safety Committee with respect to the tracking of equine injuries. Applicant agrees that accurate tracking of equine injuries is an important step toward improving the safety of horse racing and in consideration of participating in stabling, racing, training and related activities at Louisiana Downs Racetrack and Casino, hereby gives its consent to the collection of information related to any race-related injury to a horse owned or trained by applicant and entry of said information into a database maintained by TJC (the "Equine Injury Database") by Louisiana Downs Racetrack and Casino and/or any state-employed veterinarian (the "Veterinarian") with TJC and its affiliated businesses (including InCompass Solutions, Inc.) (collectively, Louisiana Downs Racetrack and Casino, Veterinarian, TJC and its affiliated businesses and the owners, stewards, directors, officers, employees and agents of any of the aforementioned persons and entities may be referred to as the "Indemnified Parties") with respect to any equine injury occurring at the Louisiana Downs Racetrack and Casino facility to a horse owned or trained by applicant. For purposes of this consent, "equine injury" shall include, but is not limited to, an injury to a horse that is (i) scratched at the recommendation of the examining Veterinarian; (ii) determined to be injured/unsound/in distress, or otherwise unfit in the paddock, post-parade, starting gate, during or immediately after the running of a race; and (iii) observed to be injured, unsound or in distress in the Detention Barn, or as a result of a Veterinarian's post-race inspection, and may also include an injury to a horse that is (iv) scratched for medical reasons not documented by the Veterinarian, and (v) injured training or in non-race related events. Applicant further agrees to cooperate in the disclosure of such information to the extent that such cooperation is reasonably required and covenant not to sue and to indemnify, release and hold harmless the 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 applicant or any third party, or (b) relating to any equine injury report run, published or otherwise created by any of the Indemnified Parties (either directly or indirectly).

### Release and indemnity agreement:

Applicant recognizes the risks of the activities to be conducted at the Racetrack by or on behalf of applicant, the owners of the horses named in this application and all other persons for whom applicant is acting (applicant and such owners and other persons are collectively referred to as "indemnifying parties"), and has determined that the facilities at the Racetrack are reasonably suited for all horse racing related activities to be conducted by or on behalf of any such parties. Louisiana Downs Racetrack and Casino (and its partners, officers, directors, agents, vendors, employees, contractors, visitors and licensees collectively "Louisiana Downs") shall not be liable to any of the indemnifying parties or any of their employees, agents, invitees or visitors, or to any other person whomsoever, for any injury to persons or damage to property on the Racetrack premises or any adjacent area caused by the negligence or misconduct of any of the indemnifying parties, their employees, agents, invitees, visitors or any other person entering the Racetrack premises under express or implied invitation of any of the indemnifying parties, or arising out of the use of the Racetrack premises and facilities by any of the indemnifying parties. The indemnifying parties hereby agree to release Louisiana Downs from and to indemnify and hold Louisiana Downs harmless from any liability, loss, expense or claims (including reasonable attorneys' fees) arising out of such injury or damage. The indemnifying parties shall not be liable to Louisiana Downs or to any other person whomsoever entering the Racetrack premises under express or implied invitation of Louisiana Downs, for any injury to persons or damage to property on the Racetrack premises or any adjacent area caused by the gross and willful negligence or misconduct of Louisiana Downs, and Louisiana Downs agrees to release the indemnifying parties from and to indemnify and hold the indemnifying parties harmless from any liability, loss, expense or claims (including reasonable attorneys' fees) arising out of any such injury or damage. In the event of any inconsistency between these provisions and any mandatory provisions of the Louisiana Racing Commission or Rules of Racing, the Louisiana Racing Commission Rules of Racing, as applicable, shall control. Further, these provisions shall be deemed to be amended to the extent of, and to be in compliance with, any mandatory provisions of any amendment to the Louisiana Racing Commission Rules of Racing. The foregoing release and indemnification 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 Louisiana.

Name of Trainer (print): \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Cell Provider: \_\_\_\_\_ E-Mail: \_\_\_\_\_