

# 2023 Aqueduct Winter / Spring

JANUARY 1<sup>st</sup> TO APRIL 30<sup>th</sup>

**REVOCABLE LICENSE TO USE NYRA FACILITIES AND RELEASE AND WAIVER OR LIABILITY AGREEMENT THE NEW YORK RACING ASSOCIATION, INC.**

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.

List Horses  
One Pony will be permitted for 10 Racehorses

Keith Dolleshel - Racing Secretary

**STALL APPS DUE  
WEDNESDAY DECEMBER 7th**

PO Box 90  
Jamaica, NY 11417

NO.	NAME OF HORSE	SEX	AGE	MAIDEN	NY BRED	OWNER & ALL OTHER INTERESTS
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

**MUST BE SIGNED ON REVERSE SIDE**

**ELIGIBILITY RULES:** Stalls will not be allotted nor entries accepted for horses which have broken their maidens and have started for less than \$5,000; unless they thereafter finished 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> or 4<sup>th</sup> for \$5,000 or more.  
Maidens which have started in a maiden race of \$14,000 or less will not be eligible, unless, after such start, that horse finishes 2<sup>nd</sup>, 3<sup>rd</sup> or 4<sup>th</sup> in a race greater than \$14,000.  
Once a horse has started at the current race meet it may not lose its eligibility. However any eligible horse which leaves during the meeting to race elsewhere must again satisfy the original eligibility requirements before being approved to return. Horses 10 years of age and older will not be eligible to run at NYRA Tracks

**TRAINER INFORMATION**

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

Mailing Address: \_\_\_\_\_

Negative Coggins and a valid Health Certificate or copy thereof must be presented at stable gate before horses will be permitted to unload. All van drivers must be licensed by NYSGC to access grounds and unload horses.

Mobile Tel: \_\_\_\_\_

Barn Tel: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

In consideration of receiving revocable and temporal permission from The New York Racing Association, Inc. ("NYRA") to enter upon and use the racing, stalling and other facilities on NYRA's tracks (the "Premises") for racing and approved purposes incidental to racing (e.g., boarding, training, grooming, shipping in) (the "License"), the undersigned ("Trainer") agrees, on behalf of itself and as agent for each owner listed on the reverse side hereof ("Owner"), to be bound by and comply with the terms and conditions set forth in this License to Use NYRA Facilities & Release and Waiver of Liability Agreement (this "Agreement").

- 1. Rules and Regulations. In connection with and as a condition to Trainer's: use of the Premises, Trainer will comply with (i) NYRA's written rules, regulations and policies, as published from time to time in the NYRA Racing Secretary's Office, on NYRA.com, in applicable conditions or stakes books, or other NYRA distributions, which are hereby incorporated into this Agreement by reference, (ii) the directions of NYRA personnel and stewards, and (iii) all applicable regulations, orders, or laws, including those promulgated by the New York State Gaming Commission (the "Commission").
2. Exclusive Control of the Premises. Neither the License nor this Agreement constitute a lease of all or part of the Premises. NYRA maintains sole exclusive control of the Premises including the exclusive right and discretion to: (i) grant, deny, revoke or reduce Trainer's use, number, or location of stalls; and (ii) enter, modify, or change the condition or use of the Premises.
3. Revocation. The License is subject to revocation, with or without cause at NYRA's sole discretion, upon NYRA giving Trainer not less than 48 hours prior written notice. Notwithstanding the foregoing, nothing in this Agreement will be deemed to restrict, and NYRA hereby expressly reserves, NYRA's unfettered right to immediately deny any person or entity entry to the Premises. Upon a revocation, Trainer will promptly remove its horse(s) from the Premises.
4. Liability Release and Waiver. Trainer acknowledges the hazards and risks inherent in caring for and working with horses, which include, death or injury to horses, their riders, and trainers. Trainer assumes the risk of, and releases and waives against NYRA, all claims for: (i) loss for death, loss of use, injury or damage (collectively "Loss") to horses owned or controlled by Trainer, Trainer's employees or agents, while on the Premises or being transported by NYRA unless such Loss is caused by NYRA's gross negligence; and (ii) Losses suffered by Trainer or Trainer's employees, agents or invitees, while on the Premises. To fullest extent allowable under applicable law, Trainer assumes all responsibility for the acts and omissions of itself, its agents, and employees on the Premises.
5. Anti-Slaughter. In addition to any legal penalties, any person found to have participated in the sale or disposal of a horse for slaughter will be subject to NYRA's immediate revocation of the License.
6. Horse Welfare. Trainer assumes sole responsibility for the care and condition of every horse in its care and will ensure that horses at a minimum have: nutritious food; clean potable water; clean safe shelter; clean bedding; receipt of proper, routine, and prompt veterinary care, proper observation by caretaker, properly dressed wounds; ongoing maintenance; and readily available health records.
7. Anti-Harassment and Anti-Discrimination. Trainer will regularly train its staff on anti-harassment and anti-discrimination. NYRA may impose penalties or revoke the License if Trainer or its employees engages in unlawful, discriminatory, or harassing practices.
8. Host Rights. Trainer acknowledges that NYRA intends to, hereby consents to and grants NYRA, its assigns and licensees the royalty-free, worldwide, irrevocable and perpetual right to: televise, commercialize, record, produce, exhibit, use, recreate, sell, license, transfer, transmit or otherwise exploit (collectively, "Use") the name, image, likeness, data, results, performance, and identifying features (including copyrighted or trademarked materials or wearable data) of any horse, trainer, jockey, rider or Owner using the Premises. NYRA reserves unto itself, its agents, assigns and licensees the exclusive right to Use, in any media now known or hereinafter devised, audio visual, audio or visual images, recreations, recordings and results of all events that occur on the Premises for any purpose (commercial or otherwise) as NYRA will

determine in its sole discretion. Trainer will not display advertising or other identification, other than Trainer's registered silks, in connection with any activities on the Premises without NYRA's prior written consent. Trainer on behalf of itself and as agent for each Owner consents to being photographed and otherwise recorded as set forth herein without remuneration and, without remuneration from NYRA, will provide NYRA any necessary consents (including from all riders, jockeys, employees, agents, and associates working on horses under its care on the Premises) for the exploitation of rights granted and reserved hereunder. Trainer will not take any action that contravenes or otherwise limits the rights granted and reserved hereunder or assert any claim, demand or cause of action that is inconsistent with the foregoing. This provision will survive any termination of this Agreement.

- 9. Consent to Testing. Any horse on the Premises is subject to, at NYRA's sole discretion and direction, inspection and testing of urine, saliva or by any other specimen NYRA designates. Trainer consents to and will, at NYRA's request, facilitate such testing.
10. Search and Seizure. Trainer acknowledges that, except as provided by law, it, its employees and Owners do not have an expectation of privacy on the Premises. Trainer hereby expressly consents to and grants NYRA permission, without prior notice, to search the person, vehicle, office, equipment (including recording equipment), lockers and any other area occupied by Trainer, its employees or Owner, whether locked or unlocked, and to seize any, or recordings of any, suspected illegal or unauthorized drugs, medication, paraphernalia, mechanical devices, or other prohibited, unsafe, or cruel items or uses. NYRA reserves the right to conduct searches and seizures in Trainer's absence.
11. Consent to NYRA Hearing. Trainer hereby consents to the jurisdiction and agrees to present itself before any hearing convened by NYRA that is subject to applicable due process standards.
12. Scope. This Agreement is intended to be read as broadly as permitted by applicable law and will be exclusively governed by and interpreted under New York State law.
13. Ownership. As mandated by the Commission, Trainer will promptly disclose all ownership interests on the Ownership Registry.
14. Workers' Compensation. Prior to entering the Premises, Trainer will file with the Commission a certificate of workers' compensation insurance for New York State covering Trainer's staff. NYRA is not responsible and expressly disclaims any responsibility for benefits for jockeys, riders, grooms, hot walkers, or any other employee, agent, or invitee of Trainer.
15. Horse Identification. All horses must be tattooed or microchipped if stabled on the Premises and prior to starting in any NYRA race.
16. "Badge Lists." Trainer will maintain an up-to-date list of all persons in its employment and notify NYRA Security within twenty-four (24) hours after an employee is hired or terminated.
17. Sanitation of Barns and Stalls. Trainers will maintain a safe and sanitary barn area, which includes: (i) placing used straw or shavings in manure containers; (ii) keeping bags of feed in feed boxes; (iii) keeping shedrows and tack rooms/offices clean; (iv) appropriately discarding garbage in NYRA containers; (v) solely washing horses on the concrete washpads; (vi) only emptying water buckets into drains on the washpads; (vii) only using biodegradable soap for washing; and (viii) never dumping water buckets into the road or the horse path, or using hoses without nozzles.

TRAINER ON BEHALF OF ITSELF AND AS AUTHORIZED AGENT OF THE OWNERS, EACH OF WHOM TRAINER HAS PROVIDED WITH A COPY OF THIS AGREEMENT, WHICH INCLUDES A RELEASE & WAIVER OF LIABILITY, BEING DULY AUTHORIZED AND EMPOWERED, DOES HEREBY CERTIFY THAT IT HAS READ, UNDERSTANDS AND VOLUNTARILY SIGNS THIS AGREEMENT WITH NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS OUTSIDE OF THIS AGREEMENT.

By: \_\_\_\_\_

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

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