2021 SARATOGA AUXILIARY STABLING STALL APPLICATIONS APRIL 16th TO JULY 5th/SEPT 13th TO NOV 10th

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.

NO SHAVINGS PERMITTED

PO Box 90
Jamaica, NY 11417

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

List Horses
One Pony will be permitted for 10 Racehorses

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 $6,250; unless they thereafter finished 1st, 2nd, 3rd or 4th for $6,250 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 2nd, 3rd or 4th in a race greater than $14,000.
Maidens which have started in a maiden race for a value of $20,000 or less at any time and have not finished 2nd, 3rd, 4th or 5th in a maiden race greater than $14,000 within their last 4 starts will not be eligible. Non-claiming maiden races will be disregarded when applying this rule, unless the horse placed 2nd, 3rd, 4th or 5th. Horses must start in at least four maiden claiming races for this rule to apply.
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 the 2021 Belmont Spring/Summer meet or later.

TRAINER INFORMATION

Name: _____

Mailing Address: _____

_____

Mobile Tel: _____-_____-_____

Barn Tel: _____-_____-_____

Email Address: _____

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 Racetrack, Belmont Park or Saratoga Race Course (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 NYRA, or in making an entry in any race held upon the Premises or racing on the Premises, 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 NYRA's 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. **Medication Compliance**. The parties agree that all horses on NYRA grounds may, at NYRA's discretion and direction, be subject to inspection which may include, at NYRA's discretion, the taking of blood, urine, saliva or other specimen by NYRA, which may be tested by NYRA or its designees for the purposes of ensuring compliance with medication rules applicable in New York and/or for purposes of ensuring the integrity of racing.
4. **Search and Seizure**: The undersigned expressly grants to NYRA the right, without prior notice, to search the person, or to order and search the stall area, rooms, lockers, vehicles and automobiles and any other area of the NYRA premises occupied by or under the control of the undersigned, whether locked or unlocked, and to seize any suspected illegal or unauthorized drugs, medication, paraphernalia, mechanical devices, or other prohibited, unsafe, or cruel items.
5. **Consent to NYRA Hearing and Findings**. In the event that any suspected contraband, related paraphernalia, or illegal material is found on me, or within any stable area under my control, or within any horse under my control and management, I, the undersigned, do hereby consent and agree to present myself before a hearing to be convened by NYRA, subject to the applicable standards of due process, including the right to know the charges against me, the right to be heard on those charges and the right to be represented by counsel, and I shall abide by the findings, determinations, and/or penalties rendered herewith, up to and including suspension, loss of stall allocation, loss of entry privileges, and/or permanent disbarment of my privileges to participate in thoroughbred horse racing at all NYRA tracks.
6. **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.
7. **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 transported 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, or the Licensee's employees, agents, or invitees, while walking, exercising, galloping, or ponying horses on the Premises; and (iii) the parties hereto further agree that each party 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.
8. **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.
9. **Insurance**: That the provisions of paragraph seven (7) 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.
10. **Ownership**: To promptly file with Ownership Registry, pursuant to the rules and regulations of the New York State Gaming Commission, 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.
11. **Workers' Compensation**: All licensees must file with the New York State Gaming Commission, 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. NYRA shall not be responsible for benefits as they pertain to Workers' Compensation for Jockeys, Exercise Riders, Grooms, Hot Walkers, or any other employee, agent or invitee of the Licensee.
12. **Horse Tattoos**: All horses must be tattooed before being permitted to start.
13. **NYRA's Comprehensive Out-of-Competition Foreign Substances Testing, Procedures, and Penalties Policy**: To comply without condition with NYRA's Out-of Competition Policy which can be found in NYRA's Condition Book, and is hereby incorporated by reference and made a part hereof as if fully set forth herein.

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 THIS REVOCABLE LICENSE TO USE NYRA FACILITIES AND RELEASE AND WAIVER OF LIABILITY AS AN AGREEMENT BETWEEN NYRA AND MYSELF AND I UNDERSTAND AND ACKNOWLEDGE THIS REVOCABLE LICENSE TO USE NYRA FACILITIES AND RELEASE AND WAIVER OF LIABILITY 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.

Print Name _____ Date _____

Signature _____