## 2019 Racing and Stabling Application

			C	EL & RACEWAY BANGOR
<u>Submit completed applications to:</u> HC Bangor, LLC c/o Bangor Raceway Paul Verrette, Racing Secretary 500 Main Street Bangor, ME 04401 (508) 576-4485		<u>A</u> Racing Privileg Stall Spa		
** APPLICATIONS DUE May, 2019**		Stull Spt		
Horse Name	Age	<u>Gait</u>	Name of Own	er/ME Bred-Owned
<u>Additions to this application must</u> The Race Office will be using a text messaging				
Trainer Name:	_ Best Contact #	ŧ()	MRC L	icense #
Address: E-Mail Address:	City:	USTA Mer	State: mbership #	
<u>Stabling Location of Above Horses (if not on grour</u> Name of Farm/Training Center:	<u>nds)</u>			
Address:	City:			State:
<u>Please note</u> : ALL HORSEMEN <u>MUST</u> HAVE A SIGNED 2019 RACH QUALIFYING OR RACING AT BANGOR. <u>Do not ent</u> signed and accepted by Racing Office. Bangor re	ter horses for qua	alifying or l	racing until this ap	plication is officially

or presented prior to entering grounds. Additional health requirements may be requested at any time.

TRAINER SIGNING BELOW MUST ACKNOWLEDGE AND RESPOND:							
1. All horses listed on this application are and remain under	the complete care, management and responsibility of	f the Trainer. Agreed: (initial)					
2. Since January 1, 2014, has Trainer had a horse scratched or penalized due to a high pre-race or post-race blood gas/TCO2 or high cobalt reading? Circle one: Yes No							
3. Since January 1, 2012 has Trainer been charged with any other racing medication violation or rules violation that carries a penalty of more than 15 days							
and/or \$1000 fine? Circle one: Yes No							
4. Has Trainer ever been arrested or convicted of a racing-related crime, or arrested or convicted in relation to any conduct that occurred on or off the							
grounds of any racetrack?		Circle one: Yes No					
If the answer to any of Questions 2-4 is YES, please attach additional documentation explaining the response.							
For ALL personnel who will be working for Trainer at Bangor at any time, please provide the following:							
Name	Position	MRC License #					

NOTE: The Racing Office must be advised of any changes to this personnel roster prior to additional personnel working at Bangor

## PLEASE READ ALL TERMS AND CONDITIONS CAREFULLY

In consideration of the privileges of stall space being allotted to Trainer by **HC Bangor, LLC** ("Bangor"), as well as entry in any races at Bangor, the Trainer signing below agrees, for him/herself and with respect to all of the horses, owners of horses, guests and personnel named above, to accept and be bound by the terms and conditions set forth below. Any failure to observe the requirements set forth above and below will subject Trainer to immediate termination of stabling and racing privileges, and removal from Bangor property, in addition to any other rights and remedies provided at law or in equity.

## Terms and Conditions

- Trainer acknowledges that Bangor reserves the right, at its sole discretion and without notice at any time:

   a) to refuse stabling space or access to any applicant for any reason;
   b) to revoke and terminate any privileges for stabling space at Bangor;
   c) to refuse permission to enter and to race horses at Bangor; and d) to refuse to any person or animal (whether or not listed on any application) access to the Bangor stabling or barn area(s) area, racing areas or any other grounds of Bangor for any reason.
- 2. Trainer agrees that, prior to entering the grounds, or entering any horse for racing at Bangor, Trainer will furnish or have on file the results of a negative Coggins test through 11/30/2019, and other equine health related documentation that may be requested by Bangor from time to time, to ensure the safety of all race participants.
- 3. Trainer represents that every horse being entered to race or qualify by Trainer will have a valid electronic eligibility certificate through the U.S. Trotting Association (USTA) before being entered. Horses entered in claiming events are eligible to be claimed under the claiming rules and regulations. Owners authorization of horses entered into and participating in claiming races is assumed upon entry and validated by starting in any claiming event.
- Trainer agrees that passes issued by Bangor are for the personal use of the pass holder, are not transferable and valid only for the period(s) as designated by Bangor.
   Trainer may utilize only the stabling and/or paddock stalls designated by Bangor. Trainer is responsible for maintaining designated stabling space and surrounding areas (including stalls, wash stalls, tack rooms and shed rows) in good and clean condition, and for costs to repair any damage caused by Trainer, Trainer's personnel, owners,
- guests or horses. All horses shipping in must report to their assigned stall(s) and Trainer is responsible for cleaning all ship in stalls after training use.
   Trainer understands and agrees that monitoring of the stabling and/or paddock stalls and other racing areas, at certain times, may be done exclusively by video surveillance
- 7. Trainer agrees to be governed by and to obey the rules of racing of Maine Harness Racing Commission (MHRC), the USTA and, while on Bangor premises, the rules and regulations of Bangor. Trainer must be a member in good standing of the USTA. Trainer and his/her personnel (and owners) are subject at all times to the Penn National Gaming, Inc. Racing Guide (as adopted by Bangor) and any local guide and regulations promulgated and amended by Bangor from time to time. Trainer is responsible for learning and complying with all of these applicable rules and for ensuring compliance by all of Trainer's personnel, owners and guests.
- 8. If Trainer or any of Trainer's personnel plans to exercise, train or race a horse on the racetrack, each must agree to and sign the Bangor "*Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement.*" The completed agreement must be filed with the Racing Office prior to any use of the Bangor track.
- 9. Trainer acknowledges and accepts that activities associated with training or racing, or any other equine-related activities occurring at Bangor, are inherently risky. Risks include permanent injury and even death. Trainer agrees that he or she is assuming the risk of participating in such activities, and Bangor bears no responsibility or liability for injuries arising out of activities at Bangor.
- 10. Trainer agrees to indemnify and hold Bangor and its affiliated companies (including parent and subsidiary companies), and all of their members, landlords, directors, officers, shareholders, agents and employees ("Bangor Affiliates") harmless from all losses, costs, damages, liabilities, expenses (including reasonable attorney's fees and expenses of any nature), due to or arising out of or in connection with Trainer's activities at Bangor, or arising in connection with any acts, conduct or negligence of Trainer, his or her employees, owners, guests or persons or animals under his or her charge or control. Trainer releases Bangor and Bangor Affiliates from and against all claims of injury or loss by or on behalf of Trainer, his or her employees, owners, guests or any persons under his or her charge or control.
- 11. Private veterinarians, other than the designated Lasix veterinarian, are not permitted to practice on the grounds of Bangor on race dates unless approved in advance by the Judges. All Lasix administration must be done on-site and by the Bangor designated Lasix Veterinarian. **NO EXCEPTIONS**.
- 12. Only individuals aged 16 or older, licensed by the MRC, and who have an interest in a horse competing on that race date, may enter the paddock area of Bangor. MRC licenses must be available at all times and subject to inspection.
- 13. All individuals and horses entering the grounds of Bangor must be signed in.
- 14. Individuals not allotted stall space may bring horses on the Bangor grounds for training purposes on dates and times as specified by Bangor.
- 15. Trainer agrees that a stabling fee, as determined by Bangor, will be charged per horse, per month. Payment for stabling must be made prior to the first day of each month. Payment will be based on stalls assigned. It is the responsibility of the Trainer to inform the Racing Secretary/Barn Superintendent of any changes in number of stalls assigned. Bangor may revoke stabling and racing privileges and place a hold on any balances in the horsemen's bookkkeeper's account, if any stabling fees are not paid by the 5<sup>th</sup> day of each month. Bangor may require a security deposit for stabling at its discretion.
- 17. There will be a \$50.00 service charge assessed for assigned stalls requiring cleaning at time of departure.

I have read and understand the Terms and Conditions above. By signing below, I request the use of stabling space and racing privileges at Bangor and I agree to comply with and be bound by the terms and conditions set forth above and to ensure compliance on behalf of all persons who are named in this application or who are signed into any racing area at Bangor under my name. Any false or misleading information provided herein will result in loss of all stabling space and racing privileges at Bangor.

TRAINER: (Print Name):	SIGNATURE:	DATE:
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Approved:

Date: