

**DO NOT SHIP UNTIL
YOU RECEIVE
STALL ASSIGNMENT
FROM
RACING
ASSOCIATION**

**REVOCABLE LICENSE TO USE NYRA FACILITIES AND RELEASE
AND WAIVER OR 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.

NO SHAVINGS PERMITTED

NYRA STABLING

- SARATOGA - JULY-AUGUST
DUE JUNE 1
- FALL - SEPTEMBER-DECEMBER
DUE AUGUST 1

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

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

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									
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7									
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9									
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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 past (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 \$16,000 is ineligible until winning.

**DO NOT WRITE IN THIS
BLOCK →**

STALLS
ALLOTTED

DO NOT WRITE IN THIS BLOCK

TRAINER INFORMATION

Name: _____

Mobile Tel: : _____ - _____ - _____

Home Tel: _____ - _____ - _____

Mailing Address: _____

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, 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. **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. I further understand, consent and agree that, in the event that I am suspended for more than 15 days, NYRA, in its sole discretion, may prohibit the transfer of horses under my control and management to my spouse, member of my immediate family, business association assistant, employee, household, member, or any person or entity over which I have, or appear to have, influence.

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 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 of any and all claims for the 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.

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 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 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.

11. **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.

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

Comprehensive Racehorse Out-of-Competition Foreign Substances Testing, Procedures, and Penalties Policy

The New York Racing Association, Inc.

July 2010

This document is the Comprehensive Racehorse Out-of-Competition Foreign Substances Testing, Process, and Penalties Policy of The New York Racing Association, Inc. (NYRA). This Policy is effective immediately upon issuance by NYRA and may be amended from time to time. This Policy is promulgated, implemented, and enforced as a NYRA "house rule" and in no way substitutes, supplants, limits or supercedes the State's separate enforcement of any statute, rule, or regulation otherwise enacted or enforced by the State of New York and the New York State Racing and Wagering Board. In addition to his or her required compliance with all State statutes, rules, and regulations, each licensed and credentialed trainer affirmatively, willfully, irrevocably, and without condition agrees to abide by, and consents to, all of the provisions of this Policy whenever he or she seeks to participate in any racing or training activity at any NYRA racetrack, or has custody or control over a horse on any racetrack operated by NYRA.

I. General Terms and Conditions.

As a condition precedent to stabling, training, or entering any horse in any competition at any NYRA operated racetrack, all trainers and owners irrevocably agree and consent without condition that all horses on the grounds of the facilities operated by NYRA are subject to testing or inspection by NYRA, which testing may include, but shall not be limited to, the drawing of blood, urine, saliva, or other samples by NYRA, in NYRA's sole and absolute discretion. These samples may be tested by NYRA or by NYRA's designees for the purposes of ensuring compliance with the statutes, rules, regulations, and practices in effect at the racetracks operated by NYRA for the purpose of ensuring the integrity of racing, including but not limited to this "Comprehensive Racehorse Out-of-Competition Foreign Substances Testing, Procedures, and Penalties Policy". The implementation and enforcement of this policy is in compliance with NYRA's rights and responsibilities under the Statutes, Rules, and Regulations of the State of New York, including, but not limited to, Title 9 of the NYCRR, Subtitle T, Parts 4012.1 and 4043.4.

NYRA has the right, without further prior notice, and each licensed and credentialed trainer affirmatively, willfully, and without condition whatsoever irrevocably agrees and consents to permit NYRA (including its agents or designees) to search the person, or to search the stall area, rooms, lockers, vehicles, automobiles, and any other areas of the NYRA premises occupied by or under the control of any trainer credentialed by NYRA, whether locked or unlocked, and to seize any suspected illegal or unauthorized drugs, medication, paraphernalia, mechanical devices, or other prohibited, unsafe, or cruel items.

ALL TRAINERS CREDENTIALLED BY NYRA SHALL BE STRICTLY RESPONSIBLE AT ALL TIMES FOR THE CONDITION OF ALL HORSES TRAINED BY HIM OR HER. NO TRAINER SHALL START A HORSE THAT HAS RECEIVED, OR PERMIT A HORSE IN HIS CUSTODY, CARE, OR CONTROL TO RECEIVE, ANY DRUG OR OTHER RESTRICTED SUBSTANCE WHICH UNDER THE PROVISIONS OF THIS POLICY COULD RESULT IN A POSITIVE TEST. THE TRAINER SHALL BE HELD STRICTLY RESPONSIBLE FOR ANY POSITIVE TEST CONSISTENT WITH THE PROVISIONS CONTAINED IN THIS POLICY, AND EACH TRAINER CREDENTIALLED BY NYRA WILLFULLY AND IRREVOCABLY AGREES AND CONSENTS TO ABIDE BY THE TERMS AND CONDITIONS OF THIS POLICY AND TO BE SUBJECT TO ANY VIOLATIONS OR PENALTIES CONTAINED HEREIN.

II. Comprehensive Out-of-Competition Testing Program.

NYRA out-of-competition testing is conducted in the following categories:

1. NYRA tests every claimed horse upon the transfer of the claimed horse to its new owner.
2. Any horse nominated to a NYRA sweepstakes is subject to testing at random anytime prior to the sweepstakes.
3. Any horse located anywhere on the grounds of the facilities operated by NYRA is subject to random testing on any given day, which random testing is routinely conducted on each day of the year.
4. Any horse that is shipped in to any of the facilities operated by NYRA is subject to random testing on any given day, which random testing shall be routinely conducted on each day of the year.

III. Sampling Process.

Blood samples are drawn from the horses that are chosen in the categories referenced above. NYRA employs a strict chain of custody with respect to the samples, including the secure shipping of the blood samples to the laboratory at the Equine Institute, Agricultural Sciences Department, Morrisville State College. The laboratory returns the results of the testing to NYRA via electronic mail.

NYRA tests blood for foreign substances, including but not limited to:

Erythropoietin (EPO) Darbepoietin Oxyglobin Hempure Arausep

A zero tolerance policy for the aforementioned substances shall be the practice and procedure until and unless NYRA articulates a policy to the contrary. In the event that a positive finding results, the blood sample is then sent to Olympic Analytical Laboratory, University of California, Los Angeles in order for the positive test result to be again independently confirmed. In the event that a positive finding is re-confirmed in this fashion, the relevant trainer is subject to the procedures and penalties referenced below.

IV. Procedure Under This Policy.

Applicability. This procedure shall apply when NYRA seeks to (1) deny a trainer's entries and/or (2) to revoke a trainer's NYRA credentials and/or stalls.

Charges. A trainer whose entries NYRA seeks to deny or whose stalls or credentials NYRA seeks to revoke shall first be served within 30 days of the discovery by NYRA of the relevant alleged violation with one or more charges stating the basis upon which NYRA seeks to act with respect to the trainer. The charge(s) shall be sufficiently detailed so as to allow the trainer a reasonable opportunity to prepare a defense.

Egregious Violation. Where the conduct alleged is sufficiently egregious, such as actions which constitute a violation of state or federal law or where the alleged conduct constitutes a threat to public health or safety, or could significantly negatively impact NYRA's business integrity or reputation, the trainer's entries may be denied and/or the trainer's stalls or credentials may be revoked pending the outcome of a hearing.

Service of process. Service of process regarding the charges may be effected by personal delivery, FedEx, U.S. mail, fax, or any combination thereof. Service shall be deemed to have occurred on the earliest of when the charges are personally delivered to the trainer, delivered to the trainer's attorney in person or by fax, or when the charges are deposited with FedEx or the U.S. Post Office addressed to the trainer or to the trainer's attorney.

Answer. Within three (3) calendar days after the charges are served, the trainer shall submit an Answer to the charge(s) in which the trainer admits or denies the charge(s) and raises any defenses to the charge(s). The Answer shall be submitted to the NYRA Chief Executive Officer, who will select the Hearing Officer. The Hearing Officer may be any one of NYRA's Chief Operating Officer, Chief Financial Officer, Senior Vice President of Human Resources, or an independent professional (i.e., a professional not employed by NYRA). A failure to timely submit an Answer to the charge(s) or a request for particularization of the charge(s) shall be deemed an admission of the charge(s).

Hearing. The hearing of the charge(s) shall take place expeditiously after the Answer is received. Any requests by the trainer concerning the scheduling of the hearing shall be decided by the Hearing Officer in the Hearing Officer's sole and absolute discretion. The Hearing Officer will review the charge(s), the Answer, and any defenses of the trainer, and make the determination of NYRA concerning whether the trainer is innocent or guilty of the charge(s). If the trainer is found guilty, denial of entries and revocation of the trainer's credentials and stalls for the minimum period referenced in the applicable section of the penalty structure below is mandatory.

Evidence. The rules of evidence shall not apply. There shall be no pre-hearing discovery, other than the production to the trainer of any documents specifically referenced in the charge(s). The trainer being charged shall have the right to be represented by an attorney at the trainer's expense. The trainer shall have the right to confront and to cross-examine adverse witnesses and to call witnesses on the trainer's behalf.

Decision. The Hearing Officer shall have discretion to make findings of fact and conclusions as to what penalty, if any, is appropriate. The Hearing Officer shall thereafter render a written decision and send a copy of that decision to the trainer. The Hearing Officer's decision shall take effect immediately, regardless of whether or not an appeal shall ensue, unless otherwise specified in that decision.

Penalties. NYRA's penalties for positive drug test violations with respect to the foreign substances referenced herein are as follows:

1st Offense. Minimum one-year denial of entries and revocation of stalls and credentials, absent mitigating circumstances. The presence of aggravating factors forms a basis to impose a maximum of a three-year denial of entries and revocation of stalls and credentials.

2nd Offense. Minimum three-year denial of entries and revocation of stalls and credentials, absent mitigating circumstances. The presence of aggravating factors forms a basis to impose a maximum of a permanent denial of entries and revocation of stalls and credentials.

3rd Offense. Permanent denial of entries and revocation of stalls and credentials.

Administrative Appeal. Any administrative appeal must be filed with the Chief Executive Officer of NYRA within three (3) days of the issuance of the Hearing Officer's Decision.

The Chief Executive Officer of NYRA, together with any two of the Chief Operating Officer, the Chief Financial Officer, the Senior Vice President of Human Resources, or an independent professional (i.e., a professional not employed by NYRA), in the discretion of the Chief Executive Officer, but excluding the individual who served as the Hearing Officer in the matter, (collectively, the "Panel"), shall preside over the administrative appeal. The Panel shall review the record evidence and the Hearing Officer's written decision and render a determination of the administrative appeal. The Panel shall have discretion to affirm or to overrule any part or all of the Hearing Officer's written decision and to make new or different conclusions as to what penalty, if any, is appropriate. The Panel shall thereafter render a written determination and send a copy of that determination to the trainer. The determination of the Panel shall be final and shall take effect immediately unless otherwise specified in that determination. There shall be no further appeal of the determination of the Panel.

V. No Transfer of Training Responsibilities to Family or Current or Former Employees.

Trainers whose entries have been denied and/or who have had their stalls and credentials revoked by NYRA hereunder shall not be permitted by NYRA to transfer the horses in their custody and control and/or their on-track operations to their family relatives or to current or former employees of the trainers. NYRA will only recognize transfers made to bona fide third parties in this regard.

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

The New York State Racing and Wagering Board requires all owners and trainers to pay to the NYRA Horseman'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).

IMPORTANT

Any owner or trainer stabled at a New York Racing Association, Inc. (NYRA) track found to have directly or indirectly sold a horse for slaughter will have his or her stalls permanently revoked from all NYRA tracks. NYRA requires its horsemen to conduct due diligence on those buying horses and encourages them to support rescue and adoption efforts and to fine humane ways of dealing with horses unable to continue racing.

Print Name _____ Date _____

Social Security Number _____ Date of Birth _____

Signature _____