

2017 SUMMER MEET - GULFSTREAM PARK RACING ASSOCIATION, INC.

STALL APPLICATION

901 South Federal Highway
Hallandale Beach, Florida 33009

Stabling Preference

GP ____ PM ____ GPW ____

*****DEADLINE: Friday, March 10, 2017*****

Do not ship until you receive a stall assignment from Gulfstream Park

No.	Name Of Horse	Sex	Age	Classification	Date of Last Start	Name of Owner (All Interests)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
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11.						
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18.						
19.						
20.						

1. Horses must have a Registration Certificate and a negative coggins test which expires no EARLIER than Jan. 1, 2018 on file with Horse ID no later than arrival date on Gulfstream's premises. Also be accompanied by and listed on a Certificate of Veterinary Inspection (CVI), and dated within seventy-two (72) hours of arrival by a licensed veterinarian.

2. Stalls are allotted solely as an accommodation to owners and trainers in order to encourage full fields at Gulfstream Park Management by the allocation of stalls expects the full participation of the applicant for the duration of the 2017 Race Meeting. Lack of participation or early departure may result in a reduction of stall allocation for future race meetings. Any claimed horses need to fit into your allotment. Limited number of horses will be at discretion of the Racing Secretary.

3. Proof of Workers' Compensation Insurance must accompany this application.

4. Horses claimed, sold or transferred at Gulfstream Park will not constitute an entitlement to a stall.

5. Trainers shall immediately report to the security office any employee who quits or is terminated. Gulfstream Park will publish a schedule of charges for and availability of sleeping rooms for stable employees.

Number of sleeping rooms requested _____ Arrival Date _____

BAN ON HORSE SLAUGHTER

Any Owner or Trainer based at Gulfstream Park who sells a horse for slaughter that was previously stabled at Gulfstream Park will have his/her stalls revoked.

2017 SUMMER MEET STALL APPLICATION
CONDITIONS APPLICABLE TO OCCUPATION OF STALLS AT
Gulfstream Park

GULFSTREAM PARK RACING ASSOCIATION, INC.
APPLICATION FOR ACCESS RIGHTS

The undersigned Applicant agrees that, in consideration of and as a condition of receiving stalls from Gulfstream Park, (hereinafter -GULFSTREAM) for the race meeting identified on the face of this application, Applicant and all persons for whom he/she is acting will be bound by the following terms and conditions as hereinafter set forth:

1. Stall space is provided solely for the race meeting identified on the face of this Stall Application.
2. The granting of stall space at GULF-STREAM is for the purpose of assuring the availability of horses that, in the sole opinion of GULFSTREAM PARK Management, will produce the best race meeting. Stalls on GULFSTREAM PARK premises are offered solely as an accommodation to owners or trainers that race exclusively at race meetings conducted by GULFSTREAM PARK.
For each race meeting GULFSTREAM PARK will receive far more applications for stall space than it can physically accommodate, therefore, some requests will be denied or only approved in part, or some will be asked to stable at PALM MEADOWS TRAINING CENTER. Denial of stall space is at the sole discretion of GULFSTREAM Management, subject to the applicable provisions of the Agreement between GULFSTREAM and the Horsemen's Benevolent and Protective Association - Florida Division, Inc.
3. Any owner or trainer may enter a horse stabled on GULFSTREAM PARK premises at another track city with the prior consent of GULFSTREAM PARK. By way of example, circumstances where such consent may be granted by GULFSTREAM PARK include the following: (a) no race is available for the horse or the race fails to fill; (b) the horse is being shipped to run in a stakes event; or (a) the owner or trainer has more than two horses eligible for the same race.
4. Possession and custody of horses stabled on GULFSTREAM PARK'S premises is vested solely in the owner and/or trainer; no relationship of bailor/bailee exists between GULFSTREAM PARK and such owner or trainer. Applicant acknowledges that he/she is solely responsible for the care, feeding, protection and the acts of the horses in Applicant's care or custody. GULFSTREAM PARK is not responsible for verifying the identity of any horse entering or leaving the premises of GULFSTREAM PARK
5. Horses claimed by or transferred or sold to, any person or stable that has not been allotted stalls at GULFSTREAM PARK must be removed from the grounds within twenty-four hours after they are claimed, transferred or sold unless their continued presence is approved by GULFSTREAM PARK.
6. No stalls are to be used as feed rooms without permission from the Stall Superintendent.
7. Applicant agrees to provide GULFSTREAM PARK'S Racing Department with a certificate of insurance for Workers' Compensation covering all stable employees and other labor before horses or employees arrive on GULFSTREAM PARK'S premises.
8. Applicant hereby grants to GULFSTREAM a lien and security interest on all property of Applicant now or hereafter placed in or upon the stall and on the premises of GULFSTREAM PARK, including, but not limited to, horses, to secure all obligations and payments pursuant to this Stall Application. Such lien and security interest shall be in addition to GULFSTREAM'S liens and rights provided by law or by the other terms and provisions of this Stall Application. Applicant agrees to execute and deliver any further documents as GULFSTREAM may now or hereafter reasonably request to protect such security interest.
9. Applicant acknowledges and agrees that horses must be immediately removed from GULFSTREAM PARK at any time there is no agreement in full force and effect with a horseman group in regard to interstate wagering on any GULFSTREAM PARK horse racing product.
10. GULFSTREAM shall have the right to terminate this Application, without demand or notice, if: (i) Applicant fails to make any payment required or comply with any provision under this Stall Application; or (ii) there is no agreement in full force and effect with a horseman group in regard to interstate wagering on any GULFSTREAM PARK horse racing product. Upon termination, GULFSTREAM shall have the right to remove any horse from GULFSTREAM PARK'S premises, and Applicant will be liable for all costs incurred by GULFSTREAM.
11. Applicant acknowledges that security officers may be authorized to search any stall tack room and feed room assigned to him/her. This includes all vehicles (while on GULFSTREAM PARK'S premises) of the Applicant or any of the Applicant's employees.
12. Applicant understands that there may be numerous hazards and risks of injury to Applicant, Applicant's agents, owners, employees, express invitees and to Applicant's or such persons' property incidental to accepting stalls at, practicing far, and participating in Thoroughbred horse racing on GULFSTREAM PARK'S premises.
13. GULFSTREAM PARK and Applicant each shall be liable for their own acts and omissions as well as those of their respective agents and employees to the same extent as would be provided at law without this provision.
14. Applicant agrees to abide by all published laws, rules and regulations, present and future of GULFSTREAM PARK.
15. Stalls not occupied by May 2, 2017 may be reallocated. Trainers are not allowed to loan stalls assigned to them after receiving assignments unless permission is granted by Gulfstream management.
16. Upon departure of the Gulfstream stable area all allotted stalls must be stripped clean.
17. Effective July 1, 2015 new medication rules – please refer to Division of Pari-Mutuel Wagering for information and contact FHBPA with any questions.
18. Gulfstream Park reserves the right not to accept entries on any horse and/or trainer at any time.
19. Gulfstream Park reserves the right to have a trainer vacate the property if infractions are incurred and the reputation of Gulfstream Park is put at risk.

INCOMPLETE AND/OR UNSIGNED APPLICATIONS WILL BE RETURNED

If Applicant or any employee, representative or agent of Applicant violates the terms and conditions set forth above, GULFSTREAM PARK reserves the right, in its sole discretion and without prior notice, to exercise any or all of the following (a) revoke any or all of the stabling privileges of Applicant (including stable privileges on GULFSTREAM'S premises for all horses in the care or custody of Applicant, regardless of which horses race exclusively at race meetings conducted by GULFSTREAM PARK) during the term of the current race meet; (b) refuse to grant any future stabling privileges to Applicant; (c) Refuse any entry or revoke the acceptance of any entry of any horse by Applicant in any race during the current race meet; (d) Refuse the transfer of any entry by Applicant during the current race meet; (e) charge Applicant for all costs incurred by GULFSTREAM PARK in connection with the stabling on GULFSTREAM'S premises of the horses in Applicant's care or custody during the current race meet; (f) assess a monetary fine, and/or (g) revoke Applicant's privileges regarding GULFSTREAM or GULFSTREAM'S premises. If Applicant is a trainer, none of the foregoing actions will be taken against any owner who, at the time, had horses with Applicant if the owner's horses were not involved in the activity giving rise to the violation and as such owner is no longer utilizing Applicant's services.

Out Of Competition Testing

- (1) Any horse on the grounds at Gulfstream Park/Palm Meadows/GPW under the jurisdiction of the division or under the care or control of trainer or owner licensed by the division is subject to testing for blood and/or gene doping agents without advance notice. This rule does not apply to therapeutic medications approved by the FDA for use in the horse.
- (2) Horses to be tested may be selected at random, with probable cause, or as determined by the division and/or racetrack.
- (3) The Division Veterinarian, or any licensed veterinarian or licensed veterinary technician authorized by the division, may at any time take a urine and/or blood samples from a horse for this purpose
- (4) Prohibited substances, practices and procedures as defined as:
 - (a) Blood doping agents including, but not limited to Erythropoietin (EPO), Darbepoetin, Oxglobin, Hempure, Aransep or any substance that abnormally enhances the oxygenation of body tissues,
 - (b) Gene doping agents or the non-therapeutic use of genes, genetic elements, and/or cells that have the capacity to enhance athletic performance or produce analgesia,
- (5) Cooperation with the Division Veterinarian or any licensed veterinarian or licensed veterinary technician authorized by the division, includes
- (a) Assisting in the immediate location and identification of the horse selected
 - (b) Out of competition testing
 - (c) Providing a stall or safe location to collect the samples;
 - (d) Assisting the veterinarian in properly procuring the samples;
 - (e) Split samples will be collected
- (6) Out of competition samples will be sent to the official laboratory of the division, or other laboratory as designated by the division or racetrack with reports made in accordance with the provisions of these medication rules and penalty provisions thereof
- (7) Gulfstream Park reserves the right to revoke entries and/or stall space at anytime depending on test results.

ATTENTION: REQUIRED INFORMATION:

Applicants Signature _____
Printed Name _____
Date _____
Address _____
Phone & Email Address _____

Mail To:
Gulfstream Park Racing Office
901 South Federal Highway
Hallandale Beach, FL 33009
Office: (954) 457-6260
Fax: (954) 457-6357

TO: Gulfstream Park Racing Association, Inc. (“GPRA”)

I hereby apply as a trainer applicant for a limited, non-transferable, revocable license (“Access Rights”) to enter upon the lands operated by GPRA (“Premises”), with all such reasonable employees, servants, agents, owners, and other persons that I may bring on the and land (Invitees”), and with the property, including horses and equipment, (“Property”) in my care and custody.

I agree to use access rights for only the activities on the Premises that GPRA permits, to abide by all terms of the Stall Application, all rules of the Florida Division of Pari-Mutuel Wagering, and all rules and regulations of GPRA, as they may be adopted or amended (“Rules of GPRA”). I understand that GPRA may revoke the access rights granted in this application at any time in its sole and absolute discretion, and without compensation.

Authority to Sign this Application for Access Rights (“Application”)

I declare that I am 18 years of age or older and have authority to sign this Application on my own behalf, and to bind invitees to the terms of this Application.

Acknowledgement and Assumption of Risk

I understand that working with and riding horses, handling equine equipment, and otherwise engaging in equine activities at the Premises are dangerous. Horses may behave unpredictably, in ways that may result in injury or death of a person or animal or loss of or damage to Property (“Harm”), Precautionary measures may not reduce the Harm. I understand that GPRA makes no representations or warranties of any kind about the suitability of the Premises for any particular purpose. including equine activities, about the competence or qualifications of others having access rights to the Premises, about the health or safety of horses on the Premises from time to time, or about their supervision I understand that the Premises may contain hidden or unknown hazards. and I accept them “as is.” I know that engaging in competitive activities, including racing, is also hazardous. These factors may further increase the risk of Harm. I fully assume all risk of loss, injury, damage, death, destruction to invitees or to Property.

I acknowledge that the Rules of GPRA are available online at <http://www.gulfstreampark.com/sites/www.gulfstreampark.com/files/CB/CDBKWINTER2013-14.pdf> and that printed versions are available to me at the Gulfstream Park Racing Office. I acknowledge that compliance with those rules, as amended from time to time, is a condition of my continued access to the premises.

Conditions of Access - Waiver, Release of Claims and Indemnity (“Conditions”)

I shall interpret the following Conditions as broadly and inclusively as permitted by the laws of the State of Florida, and they shall bind me, my successors and/or assignees. GPRA's insurance relation to the waived, released and/or indemnified claims will not affect the term or interpretation of this agreement:

I waive and forever release GPRA and its current, former, or future officers, directors, members, employees and agents (“Releasees”) from any and all present and future claims, whether foreseeable or not, (excepting any claim for gross negligence by the Releasees) including, without limitation, all claims arising out of injury, death, loss or damage to person or property, which relate, directly or indirectly, to the use or proposed use of access rights considered in this Application.

I will not make any claim or advance any proceeding against a third party relating to the subjects of the claims waived and released that may result in a claim against GPRA or the Releasees. All my insurers, if their insurance policies do not provide, agree that I waive any rights of subrogation in the event of loss, loss of use, or damage to Property, except that any waiver of subrogation will not be effective where it will result in such policy becoming void.

I agree to indemnify GPRA and the Releasees for all claims against them (excepting any claim for want of ordinary care or negligence by GPRA or its officers, servants, agents or employees), including without limitation all claims mentioned herein, and the actual legal costs GPRA may incur responding to such claims, which directly or indirectly relate to the granting or proposed granting, or “the use or proposed use, of access rights by me as contemplated in this Application.