2025 Belmont Park Pony Stall Application

JANUARY 1 TO DECEMBER 31

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 SUBSTITIJ7'10N OR ADDITIONS EXCEPT WITH SPECIFIC APPROVAL)

(PLEASE PRINT OR TYPE)
REVOCABLE LICENSE APPLICATIONS NOT PROPERLY COMPLETED AND SIGNED WILL NOT BE CONSIDERED.

Robert MacLennan - Racing Secretary
RMacLennan@nyrainc.com

NO.	NAME OF PONY	SEX	AGE	Morning Use	Afternoon Use	CURRENTLY ON GROUNDS (Y/N)	Trainer Who Uses Your Services	OWNER
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								

PONY PERSON 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.	Cell Phone: 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 (the Responsible Person) 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 the Responsible Person's use of the Premises, Responsible Person will comply with (i) NYRA's written rules, regulations and policies, including NYRA House Rules, Condition Book Rules, and any and all rules distributed from the NYRA Racing Office, published on NYRA.com, 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"), the Horseracing Integrity and Safety Authority ("HISA") and the Horseracing Integrity and Welfare Unit ("HIWU"). It is the responsibility of the Responsible Person to ensure that rules are made available to everyone in their employment.
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 Responsible Person'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 Responsible Person 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, Responsible Person will promptly remove its horse(s) from the Premises.
4. **Liability Release and Waiver.** Responsible Person acknowledges the hazards and risks inherent in caring for and working with horses, which include, death or injury to horses, their riders, and trainers. Responsible Person 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 Responsible Person, Responsible Person'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 Responsible Person or their employees, agents or invitees, while on the Premises. To fullest extent allowable under applicable law, Responsible Person 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.** Responsible Person 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**. Responsible Person will regularly train its staff on anti-harassment and anti-discrimination. NYRA may impose penalties or revoke the License if Responsible Person or its employees engages in unlawful, discriminatory, or harassing practices.
8. **Host Rights.** Responsible Person 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. Responsible Person will not display advertising or other identification, other than Responsible Person's registered silks, in connection with any activities on the Premises without NYRA's prior written consent. Responsible Person 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. Responsible Person 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. **Wearable Devises**. Notwithstanding anything to the contrary in this License, the rights related to the Use of any data extracted from Biometric Devices ("Bio Data") is noted in this section 9 and is excluded from the grant set forth in section 8. "Biometric Devices" shall mean wearable devices used on equine athletes that monitor the health and well-being of the athlete, monitoring, by way of example, vital signs such as heart rate, temperature and movement patterns, as opposed to the horse's location, timing, speed, etc., which are used to facilitate accurate positional data, race management and performance analysis. Each of NYRA, Responsible Person and Owner may use Bio Data for the purpose of advancing the health and safety of horseracing. NYRA further agrees that except as set forth in this section or on an anonymized basis or in exhibitions describing race performance/preparation, NYRA will not publicly disclose Bio Data.
10. **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. Responsible Person consents to and will, at NYRA's request, facilitate such testing.
11. **Search and Seizure.** Responsible Person acknowledges that, except as provided by law, it, its employees and Owners do not have an expectation of privacy on the Premises. Responsible Person 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 responsible person, 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 Responsible Person's absence.
12. **Consent to NYRA Hearing.** Responsible Person hereby consents to the jurisdiction and agrees to present itself before any hearing convened by NYRA that is subject to applicable due process standards.
13. **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.
14. **Ownership.** As mandated by the Commission, Responsible Person will promptly disclose all ownership interests on the Ownership Registry.
15. **Workers' Compensation.** Prior to entering the Premises, Responsible Person will file with the Commission a certificate of workers' compensation insurance for New York State covering Responsible Person'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 Responsible Person.
16. **Horse Identification.** All horses must be tattooed or microchipped if stabled on the Premises and prior to starting in any NYRA race.
17. **Sanitation of Barns and Stalls.** Responsible Person 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.

RESPONSIBLE PERSON ON BEHALF OF ITSELF AND AS AUTHORIZED AGENT OF THE OWNERS, EACH OF WHOM RESPONSIBLE PERSON 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.

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SIGNATURE

Name: _____

Date: _____