



**TERMS & CONDITIONS**

As a condition of the acceptance of this application, it is mutually agreed and understood that applicant and all persons for whom he/she is acting will be bound by the terms and conditions of this stall application as set forth below, and the applicant represents that he/she has been granted the appropriate authority by all owners of the horse in the care of the applicant, to make this application and to agree to its terms and conditions, and to bind such owner(s) to the same.

-Stabling Qualifications. The following horses will not be eligible for stabling at Lone Star Park at Grand Prairie (the "Racetrack"):

- A horse that is more than 12 years of age may not start in a pari-mutuel race in this state unless:
  - The horse has finished first, second, or third in an officially sanctioned race during the 12-month period preceding the race in which the horse is to start; or
  - Upon due consideration of the horse's past performance, the board of stewards has given specific authorization for the horse to start.
- Entries will not be accepted for horses that are deemed to be non-competitive or unfit to race by the Racing Secretary, Stewards, or State Veterinarian.

-Stalls will not be reserved for horses other than those on your approved list. If you obtain other horses at a later date, subsequent stall approval will be required before shipping by the Racing Secretary.

-Upon assignment of each dormitory room, the applicant agrees to a nonrefundable \$100 fee for each room allotted. The applicant agrees to keep stabling accommodations and dormitory rooms (including restrooms) in good condition.

The applicant consents to periodic inspection of said facilities without notice. Any damage caused to said facilities will be repaired by Lone Star at the applicant's expense.

-A \$20 per stall deposit is due upon arrival. The deposit will be returned at the end of the meet if stalls are cleaned to satisfaction of the Lone Star Park management.

-Trainers having a balanced stall application will be given a preference. Maximum stall allotment for any one trainer is 50 stalls.

-Stable area:

- a. All minors (persons under 16 years of age) must be accompanied and supervised by a parent or legal guardian at all times while in the stable area.
- b. No dogs shall be allowed in the stable area of the Racetrack.
- c. Only the Racetrack's rental mechanical horse walking machines are permitted.
- d. All hoses located in the Racetrack stable area must have an automatic shut-off nozzle and shall be turned off when not in use.
- e. Only biodegradable soap may be used.
- f. State and Federal regulations require all manure and bedding material must be placed in the containers designated by the Racetrack for such purpose. More detailed policy can be found in the condition book.
- g. All shavings must be bagged, unless prior permission to have bulk shavings delivered has been received from the stall superintendent.
- h. All hay shall be stored outside of the barn in a permanent container designed for that purpose provided by the Racetrack.
- i. Any firearm in the restricted areas (backside) of the racetrack is considered a felony under State law (Texas Penal Code 46.03 Places Weapons Prohibited) regardless of possessing a concealed carry license.

- Equine Injury Database. Global Gaming LSP, LLC has entered into an Equine Injury Database Agreement with The Jockey Club ("TJC") to implement one of the recommendations of the TJC Thoroughbred Safety Committee with respect to the tracking of equine injuries. Applicant agrees that accurate tracking of equine injuries is an important step toward improving the safety of horse racing and in consideration of participating in stabling, racing, training, and related activities at Lone Star Park at Grand Prairie, hereby gives its consent to the collection of information related to any race-related injury to a horse owned or trained by applicant and entry of said information into a database maintained by TJC (the "Equine Injury Database") by Lone Star Park at Grand Prairie and/or any state-employed veterinarian (the "Veterinarian") with TJC and its affiliated businesses (including InCompass Solutions, Inc.) (collectively, Lone Star Park at Grand Prairie, Veterinarian, TJC and its affiliated businesses and the owners, stewards, directors, officers, employees, and agents of any of the aforementioned persons and entities may be referred to as the "Indemnified Parties") with respect to any equine injury occurring at the Lone Star Park at Grand Prairie facility to a horse owned or trained by applicant. For purposes of this consent, "equine injury" shall include, but is not limited to, an injury to a horse that is (i) scratched at the recommendation of the examining Veterinarian; (ii) determined to be injured/unsound/in distress, or otherwise unfit in the paddock, post-parade, starting gate, during or immediately after the running of a race; and (iii) observed to be injured, unsound or in distress in the Detention Barn, or as a result of a Veterinarian's post-race inspection, and may also include an injury to a horse that is (iv) scratched for medical reasons not documented by the Veterinarian, and (v) injured training or in non-race related events. Applicant further agrees to cooperate in the disclosure of such information to the extent that such cooperation is reasonably required and covenant not to sue and to indemnify, release and hold harmless the Indemnified Parties from and against any liability, cost, loss, or expense of any kind or nature (including, without limitation, reasonable attorneys' fees) arising from any claim, demand, or action (a) alleging that the data entered into the Equine Injury Database (either directly or indirectly) violates the rights of applicant or any third party, or (b) relating to any equine injury report run, published or otherwise created by any of the Indemnified Parties (either directly or indirectly).

**-Release and indemnity agreement:**

Applicant recognizes the risks of the activities to be conducted at the Racetrack by or on behalf of applicant, the owners of the horses named in this application and all other persons for whom applicant is acting (applicant and such owners and other persons are collectively referred to as "indemnifying parties"), and has determined that the facilities at the Racetrack are reasonably suited for all horse racing related activities to be conducted by or on behalf of any such parties. Global Gaming LSP, LLC (and its partners, officers, directors, agents, vendors, employees, contractors, visitors and licensees collectively "Lone Star") shall not be liable to any of the indemnifying parties or any of their employees, agents, invitees or visitors, or to any other person whomsoever, for any injury to persons or damage to property on the Racetrack premises or any adjacent area caused by the negligence or misconduct of any of the indemnifying parties, their employees, agents, invitees, visitors or any other person entering the Racetrack premises under express or implied invitation of any of the indemnifying parties, or arising out of the use of the Racetrack premises and facilities by any of the indemnifying parties. The indemnifying parties hereby agree to release Lone Star from and to indemnify and hold Lone Star harmless from any liability, loss, expense or claims (including reasonable attorneys' fees) arising out of such injury or damage. The indemnifying parties shall not be liable to Lone Star or to any other person whomsoever entering the Racetrack premises under express or implied invitation of Lone Star, for any injury to persons or damage to property on the Racetrack premises or any adjacent area caused by the gross and willful negligence or misconduct of Lone Star, and Lone Star agrees to release the indemnifying parties from and to indemnify and hold the indemnifying parties harmless from any liability, loss, expense or claims (including reasonable attorneys' fees) arising out of any such injury or damage. In the event of any inconsistency between these provisions and any mandatory provisions of the Texas Racing Act or Rules of Racing, the Texas Racing Act or Rules of Racing, as applicable, shall control. Further, these provisions shall be deemed to be amended to the extent of, and to be in compliance with, any mandatory provisions of any amendment to the Texas Racing Act or Rules of Racing. The foregoing release and indemnification provisions shall be construed in a manner consistent with the limitations set forth herein to be as broad and inclusive as permitted by the laws of the State of Texas.

**Stalls that are allotted and not occupied by opening day will revert back to the association and be reassigned.**

**Name of Trainer (print):** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_ **Check Here to Receive Text Alerts**

**E-Mail Address:** \_\_\_\_\_ **You will be automatically enrolled for Email Alerts**