

OPENING DAY: Wednesday, May 27, 2020
CLOSING DAY: Saturday, October 31, 2020
Barn Area Opens: Sunday, March 15, 2020
March Arrival Applications Due: Monday, March 2, 2020
All Other Stall Applications Due: Friday, May 1, 2020
Barn Area Closes: Tuesday, December 15, 2020

Mail to: Stall Committee, Delaware Park
 777 Delaware Park Blvd., Wilmington, DE 19804

**DELAWARE PARK 2020 REVOCABLE STALL
 LICENSE, INDEMNIFICATION AND RELEASE AGREEMENT**

Phone: (302) 994-2521 x7282 or x7341
 Fax: (302) 993-8965 or (302) 993-8952

Having read all the terms and conditions of this Agreement, including those on the reverse side of this page, the undersigned Trainer hereby applies for stable accommodations for the horses listed below. ACCEPTANCE OF STALL SPACE BY A TRAINER CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE ON THE REVERSE SIDE OF THIS PAGE, AND THE TRAINER'S AGREEMENT TO COMPLY WITH THE THEN CURRENT RULES AND REGULATIONS OF DELAWARE RACING ASSOCIATION.

THIS IS NOT A LEASE OF ANY SPACE, BUT IS MERELY A REVOCABLE LICENSE OR PERMIT ON THE TERMS AND CONDITIONS STATED. ANY STALLS NOT OCCUPIED WITHIN THE FIRST SEVEN (7) DAYS OF THE MEET WILL REVERT BACK TO DELAWARE RACING ASSOCIATION. DO NOT SHIP HORSES TO DELAWARE PARK WITHOUT STALL CONFIRMATION. Please contact the Stall Office (x7282) for stabling arrangements.

Trainer: _____ Email: _____ Mobile Phone: _____

Address: _____ City, State, Zip: _____

	Name of Horse [if unnamed, list dam]	Sex/ Age	Del. Cert.	Classification	Date of Last Start	Owner Name	Owner Address & Phone (*All Interests*)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

Eligibility: Horses will not be eligible to race or stable at Delaware Park:

1. Which have started eight (8) or more times consecutively without finishing 1st, 2nd, 3rd, 4th or 5th. (Stakes and Handicaps exempt)
2. Maidens eight (8) years of age or older and horses over twelve (12) Years of age will not be eligible for stall space or permitted to start.
3. Without Proof of Worker's Compensation and General Liability insurance as required by this Agreement.

**ALL BLANKS MUST BE COMPLETED AND THIS AGREEMENT
 SIGNED ON THE REVERSE SIDE.**

REVOCABLE STALL LICENSE, INDEMNIFICATION AND RELEASE AGREEMENT

By executing this Revocable Stall License, Indemnification and Release Agreement (this “Agreement”), the undersigned (the “Trainer”), in order to induce Delaware Racing Association (“Delaware Park”) to license stall space or to permit use of bunkhouse or other facilities pursuant to this Agreement, agrees for itself and the Trainer Parties (as such term is defined below), as follows:

1. Definitions. As used in this Agreement, the following terms have the following meanings:
 - (a) “Delaware Park Parties” or “Delaware Park Party” means (i) Delaware Racing Association, (ii) Delaware Park Management Company, LLC, (iii) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, and (iv) all directors, officers, employees and agents of such persons or entities.
 - (b) “Horse(s)” means the horse(s) listed on the first page of this Agreement, all horses added to the first page of this Agreement after the execution of the Agreement, and all other horses assigned to or trained by the Trainer or any Trainer Party at the Premises.
 - (c) “Owner(s)” means the person(s) and/or entities who are the owners of the Horse(s).
 - (d) “Premises” means the property of Delaware Park located at 777 Delaware Park Boulevard, Wilmington, Delaware.
 - (e) “Trainer Parties” or “Trainer Party” means (i) the Trainer, (ii) the Owners, (iii) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, and (iv) all directors, officers, employees, independent contractors, invitees, and agents of such persons or entities. The term Trainer Parties includes, without limitation, the Trainer’s veterinarians, jockeys and exercise riders.
2. License of Stables and other Facilities.
 - (a) Delaware Park, in its sole discretion, may assign stall or other accommodations to any of the horses listed on the reverse page of this Agreement by the Trainer Parties, and the Trainer Parties authorizes Delaware Park to strike or alter the name of any Horse and to refuse such stall space or other accommodation. The Trainer Parties shall be bound by the terms of this Agreement, even though the name of the Horse may have been struck or modified, just as if a Trainer Party member had signed this Agreement without listing the name of the struck Horse or with the name of the Horse modified by Delaware Park.
 - (b) Any permission or license granted by Delaware Park to the Trainer or the Trainer Parties to enter upon the Premises and to use any of its facilities is subject to revocation at any time without prior notice at the sole discretion of Delaware Park for any reason or no reason. Delaware Park shall have the sole interest in and exclusive control of its premises and facilities and reserves the exclusive right and sole discretion (i) to reduce, eliminate or change the location of the stalls assigned under this Agreement; and (ii) to enter, modify, alter or change the physical condition or use any of its facilities, wherever located.
3. Assumption of Risk; Waiver; Indemnification.
 - (a) Delaware Park does not have responsibility for the care, custody or control of Horses kept at Delaware Park or elsewhere. The Trainer and Trainer Parties assume full responsibility for the safety and well-being of all Horses and agrees to take all measures necessary to protect the Horses, including supervising such animals while on the Premises, hiring competent personnel to care for such animals, cleaning and maintaining assigned stalls and removing any hazardous condition from such stalls that is known to the Trainer or the Trainer Parties, or if the Trainer believes that such conditions should be remedied by Delaware Park, promptly notifying Delaware Park in writing of any such hazardous condition.
 - (b) The Trainer and the Owners are aware and acknowledge that participating in or being near horses in races or training exercises, or otherwise working with or near horses on the Premises, is hazardous with the risk of serious injury or death. These risks include risks associated with the condition of the race track, stables, barns and adjacent areas and buildings, the presence of debris or objects on the race track and surrounding areas, as well as the presence of animals in addition to horses (whether domesticated or wild) or noise-generating sources near or on the race track surface, hams and adjacent or surrounding areas at the Premises which may startle or “spook” horses at any time potentially causing injury to Horses, riders or persons in the vicinity. The Trainer and the Owners are fully aware of these risks and dangers and knowingly assume these risks.
 - (c) The Trainer certifies that the Trainer is not currently aware of dangerous condition or circumstance on the Premises, except for those dangerous conditions or circumstances that are identified in a letter addressed to the Racing Secretary of Delaware Park delivered concurrently with this Agreement to Delaware Park. To protect the safety of all persons, the Trainer shall immediately notify the Racing Secretary of Delaware Park in writing, if the Trainer or any Trainer Party observes or learns of a dangerous condition or circumstance on or about the Premises.
 - (d) The Trainer, for itself and the Owners, releases the Delaware Park Parties from any and all liability, and waives all claims, losses, damages and suits against the Delaware Park Parties, arising from or relating to, damage, injury or death to any Horse or any of the Trainer Parties, unless the same is caused solely by the intentional misconduct of a Delaware Park Party. The foregoing is

intended to waive, without limitation, matters arising from the negligence, gross negligence and/or recklessness of the Delaware Park Parties. The foregoing waiver and release shall continue in effect with respect to a Horse even after custody or care of such Horse has been assigned to another trainer or other third party. RESPONSIBILITY FOR THE MAINTENANCE OF APPROPRIATE HORSE MORTALITY INSURANCE LIES SOLELY WITH THE TRAINER AND/OR THE OWNER OF THE HORSE. CONSULTATION WITH A COMPETENT INSURANCE ADVISOR IS STRONGLY RECOMMENDED.

- (e) The Trainer agrees to indemnify, defend and hold the Delaware Park Parties harmless from and against the entire amount of all claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from (i) any breach of this Agreement by the Trainer or a Trainer Party, (ii) any damage, injury or death to any Horse, (iii) the presence of the Trainer, the Trainer Parties or the Horses on the Premises, (iv) the activities of the Trainer, the Trainer Parties or the Horses at the Premises, and (v) any act or omission of the Trainer or any of the Trainer Parties, regardless of whether or not such claim, damage, loss or expense is caused in part by a Delaware Park Party.
4. Insurance. The Trainer shall cause the procurement and maintenance of the following insurance at its sole cost and expense: (i) commercial general liability insurance, farm owner’s insurance and/or stable liability insurance covering the Trainer Parties’ activities at Delaware Park having limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$10,000 medical payments, and (ii) workers compensation covering the Trainer and the Trainer Parties in accordance with the statutory requirements of the State of Delaware. The Trainer shall cause Delaware Racing Association and Delaware Park Management Company, LLC to be named as additional insureds on its liability insurance policy. As a condition of being able to stable Horses, the Trainer shall deliver to Delaware Park a current Certificate of Insurance evidencing such insurance coverage which: (x) lists the certificate holder as Delaware Racing Association Attn: Risk Management, 777 Delaware Park Blvd, Wilmington, DE 19804, (y) properly identifies the foregoing additional insureds, and (z) provides that the certificate holder shall receive at least thirty (30) days advance notice from the insurer of any cancellation or material change in coverage. Certificates of Insurance shall be faxed to the Stall Office at (302) 993-8965. The Trainer shall supply a full copy of the insurance policies upon request.
5. Host Rights. Delaware Park reserves unto itself, its agents, assigns and licensees, and the Trainer, for itself and the Owners, assigns to Delaware Park, all interest the Trainer or the Owners may have in the Host Rights as herein defined. The “Host Rights” shall mean the sole and exclusive right to (a) produce, exhibit, sell, license, transfer or transmit in any manner still or motion pictures, radio and television broadcasts, interactive computer including internet or any other media transmission, now known or hereafter developed, of all events which occur on the Premises, including without limiting, all activities occurring before, during and after thoroughbred horse races; (b) utilize any race and the results thereof, all for any purpose or use as Delaware Park shall determine; (c) limit, prohibit or regulate the display of any commercial advertising symbols, or other identification, other than the Trainer’s and Trainer Parties’ registered silks, in connection with any race or related activities; and (d) develop, produce and sell, by or through any licensee, goods using the Trainer’s and/or Owners’ name or likeness, the name or likeness of any Horse, or any other identifying feature, silks, trademark or copyrighted material used in connection with any race conducted at the Premises.
6. Investigation. The Trainer, for itself and the Trainer Partners, agrees that Delaware Park and its agents may, at any time, undertake an investigation of the Trainer, the Trainer Partners and their associates. In connection therewith, information may be obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors or others with whom the Trainer is acquainted. This inquiry includes information on the Trainer’s and Trainer Partners’ character, general reputation, personal characteristics and mode of living. The Trainer and Trainer Partners may make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the investigation.
7. Bunkhouses. There will be a \$250.00 deposit for each bunkhouse room. Deposits will be refunded by request at the conclusion of the meet provided the bunkhouses are maintained to the satisfaction of Delaware Park and the key returned.
8. Right to Search. Delaware Park shall have the right to search the stall areas, tack rooms, lockers, bunkhouses and any other area of the Premises, whether locked or unlocked, without prior notice to the Trainer or the occupants thereof, and to seize any illegal or unauthorized drugs, medication, paraphernalia, mechanical devices or other prohibited or unsafe items.
9. Racing.
 - (a) The Trainer represents that the Trainer has read and is familiar with the Racing Rules and Regulations (the “Racing Rules”) of the Delaware Thoroughbred Racing Commission (the “Commission”), all conditions applicable to the racing meet, and the rules of Delaware Park which shall be published from time to time, and agrees to be bound by and comply with the same. The trainer and Trainer Partners understand that the Commission may be represented by the stewards or other officials who have the authority to issue orders concerning the Trainer. All stable reservations and entries in stakes and all other races shall be subject to all conditions, rules, and regulations of the

Commission and Delaware Park. All disputes, claims and objections arising out of racing, or regarding interpretation of any rules or conditions of racing, shall be decided by the stewards of the meet or the Commission. Subject to all legal rights of appeal, the Trainer agrees to accept and abide by all decisions of such officials.

- (b) All Horses entering the stable area will be verified against the information on the reverse page of this Agreement and/or must have pre-approval from the Racing Secretary’s Office. Upon the arrival of any Horse, its foal registration certificate must be filed with the Horse identifier.
 - (c) All Horses entering Delaware Park must have a Certificate of Vaccination for Equine Influenza and Rhinopneumonitis (EVH) seven (7) to one hundred twenty (120) days prior to entry and a Health Certificate within the past ten (10) days. All Horses (including ponies) must have a negative Coggins test certificate issued within the past twelve (12) months. Any updated medical paperwork should be immediately turned into the stall office.
 - (d) Use of the stalls and accommodations is granted with the expectation that all Horses are sound and ready to race. Any substitution of a Horse must be approved in advance or will not be approved to enter the stable area. The Trainer shall inform the Racing Secretary if any approved Horse(s) subsequently becomes injured, ill, removed from training, or for any other reason become unable to race during the meet. Stalls not occupied revert back to Delaware Park. No trainer may “loan out” stalls.
 - (e) The Trainer shall enter and race all Horses stabled at Delaware Park in all races for which they qualify and are eligible unless the Racing Secretary agrees otherwise in accordance with good horsemanship.
 - (f) Delaware Park reserves the right without notice to the Trainer and Trainer Parties: (i) to refuse the entry or the acceptance of any entry in any race, or (ii) to refuse the transfer of an entry for any cause.
 10. Miscellaneous.
 - (a) Any claims or disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the Superior Court of New Castle County, Delaware, and shall be governed by Delaware law; provided that any matters subject to the exclusive jurisdiction of the Delaware Thoroughbred Racing Commission shall be determined by such Commission.
 - (b) If any provision of this Agreement is held to be illegal or unenforceable, then such provision shall be severed from this Agreement, and the remainder of this Agreement shall remain valid and binding on all persons covered by to this Agreement.
 - (c) The Trainer may not assign, transfer or sublicense this Agreement.
 - (d) This Agreement supersedes all prior agreements between the parties relating to the subject of this Agreement, and along with the Delaware Park Rules and Regulations, is the complete and exclusive agreement between the parties relating to the subject of this Agreement.
- THE UNDERSIGNED TRAINER REPRESENTS AND WARRANTS TO DELAWARE PARK THAT HE OR SHE IS THE DULY AUTHORIZED REPRESENTATIVE OF THE OWNERS OF ALL HORSES (AS SUCH TERM IS DEFINED IN THIS AGREEMENT) WITH THE AUTHORITY TO BIND SUCH OWNERS TO THIS AGREEMENT AND TO EXECUTE THIS AGREEMENT AS THE AUTHORIZED AGENT OF SUCH OWNERS.**

Date: _____

Trainer: _____