

**May 29, 2010 thru Sept 7, 2010**

Summer Meeting  
 Minimum Claiming \$2500  
 No horses over 13 will be allowed to race at Yavapai Downs

**2 YEAR OLD TB'S MUST BE NOMINATED TO THE ARIZONA BREEDERS' AND / OR YAVAPAI DOWNS FUTURITIES TO BE STABLED ON THE GROUNDS**

**YAVAPAI DOWNS**

Mailing Address: P.O. Box 26557  
 Prescott Valley, AZ 86312

**DO NOT FAX APPLICATION**

**PAST PERFORMANCE RECORDS REQUIRED**

**APPLICATION FOR STALLS**

Deadline for stall applications – April 1st

HOT WALKERS AVAILABLE THRU  
 WEST-WALK

NO INDIVIDUAL WALKERS

**DATE HORSES WILL BE READY TO RACE MUST BE STATED HERE** ↓

Date Received \_\_\_\_\_

	Name of Horse	Check one QH TB	Last Track	Start Year	Claiming Price or Grade	S e x	A g e	Maidens	AZ Bred	Stakes Nominated To - If Any		Sire/Dam	Owner
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													

REGISTRATION PAPERS MUST ACCOMPANY THE HORSES AND BE FILED IN THE RACING SECRETARY'S OFFICE. QUARTER HORSE REGISTRATION PAPERS MUST SHOW THE TRUE OWNERSHIP AND ANY HORSE WHICH HAS BEEN SOLD OR TRANSFERRED MUST SHOW THIS ON THE PAPERS AND MUST HAVE BEEN DULY PROCESSED BY THE AMERICAN QUARTER HORSE ASSOCIATION. TRANSFER BLANKS OR BILLS OF SALE ACCOMPANYING THE PAPERS WILL NOT BE RECOGNIZED. ALL THOROUGHBRED PAPERS MUST SHOW ACTUAL OWNERSHIP ON THE PAPERS OR ACCOMPANIED BY A NOTARIZED BILL OF SALE OR A NOTARIZED LEASE APPROVED BY THE STEWARDS.

**Do Not Ship Until Stalls Have Been Approved By Letter or Telegram**

Name of Person Making This Application	<b>The purchase or transfer of any horse or the transferring of any horse which has been allotted a stall to another trainer does not guarantee the new owner or trainer a stall for such horse unless approved by the management of YAVAPAI DOWNS</b>	Name of Trainer	Date
Address		Address	Phone No.

Mail Stall Approval To This Address \_\_\_\_\_ Phone No. \_\_\_\_\_

**TACK ROOMS WILL BE ASSIGNED!**

**ALL STALLS MUST BE STRIPPED AND TACK ROOMS CLEANED UPON DEPARTURE, LEAVING THEM AS YOU FOUND THEM, OR A \$20 CHARGE WILL BE ASSESSED FOR EACH STALL OR TACK ROOM. THANK YOU.**

**PLEASE READ AND SIGN APPLICATION ON REVERSE SIDE**

## TERMS, CONDITIONS AND PROVISIONS OF APPLICATION

1. The Applicant (hereinafter "Undersigned") agrees to race for the purse schedule set by Yavapai Downs (hereafter "Association").
2. All stable reservations and entries in stakes and all other races are received and accepted subject to all conditions, rules and regulations of the Arizona Racing Commission and Yavapai Downs.
3. No stable reservation or entry in any race will be received except upon the condition that all disputes, claims and objections arising out of the races or otherwise shall be decided by the Arizona Racing Commission, the Stewards of the meeting, or the Association, and such decisions upon all points shall be final.
4. The Association reserves the right to cancel any stake or other race prior to the actual running thereof, without liability, except for the return of nomination and entrance fees paid. In all handicaps or stake races, the Association shall reserve the right to prefer the high weighted horses, if the race overfills.
5. The Association reserves the right to start all races with or without a starting gate. The Association reserves the right to televise all races. All entries will be accepted on the condition that, if demanded by the Association, the owner, the trainer, the jockey, the groom and all other persons possibly coming within the view of the television picture sign a formal release permitting such television and the exhibiting thereof. The Association reserves the right to photograph jockeys, trainers, owners and horses for purposes of publicizing and advertising the sport of horse racing and the race track.
6. The Undersigned represents that he/she and all persons for whom he/she is acting have read and are familiar with the Arizona statutory law governing racing, the Association's rules of racing, the rules and regulations of the Arizona Racing Commission and the race meeting conditions, and agrees to be bound by and comply with the same, and further, the Undersigned agrees that the Arizona statutory law governing racing, the rules and regulations of the Arizona Racing Commission and the race meeting conditions shall be treated as if fully set forth in this paragraph.
7. The Undersigned also agrees to be bound by the acts and decisions of the Arizona Racing Commission and of all horse Racing Officials, and further agrees that all animals shall be subject to the same and the Undersigned agrees to accept the decisions of the Arizona Racing Commission, the Stewards and all other Racing Officials as final on all matters pertaining to racing.
8. In consideration and as a condition of the privilege for permission to stable at any of the premises of the Association for the purpose of racing horses, the Undersigned agrees to all provisions set forth above, and further: (A) to abide by all rules of the Association pertaining to stabling (B) to vacate the stalls and move all horses, equipment and personnel off the premises of the Association within three (3) days after receiving written request from the Stewards or Association (C) that the Association will not be liable or responsible for any injury or loss suffered in any manner by or to the horse or horses or equipment or personnel of the Undersigned while on or off the premises or while being transported in any manner on or off the premises, by negligence, or otherwise (D) to hold the Association free and harmless from all loss, costs, damage, liability and/or attorney's fees which may result from any claim being asserted against the Association by the Undersigned or by any other person or persons, whether or not employees or agents of the Undersigned, by reason of or arising out of the stabling and/or action of horses of the Undersigned at Yavapai Downs, or other approved stables, or by reason of any conduct or negligence of the Undersigned or any of his/her employees or agents (E) to hold the Association free and harmless from all loss, costs, damage, liability, including attorney's fees, for any action brought by any group, person, company or entity against the Undersigned and/or the Association based upon any alleged act or omission of the Undersigned which is contrary to any of the terms, conditions or provisions of this application or the statutes pertaining to racing in the State of Arizona, the rules and regulations or the race meeting conditions applicable at time of the alleged act or omission (F) to hold the Association free and harmless from all loss, costs, damage, liability, including attorney's fees for any Court or Administrative action either (1) initiated by the Association and successfully prosecuted against the Undersigned or any employee, agent or representative of the Undersigned to enforce any of the terms, conditions, or provisions of this application or the laws of the State of Arizona pertaining to racing, the rules and regulations of the Arizona Racing Commission or the race meeting conditions or (2) initiated by the Undersigned or an employee, agent or representative of the Undersigned against the Association based on any of the terms, conditions or provisions of this application or the laws of the State of Arizona pertaining to racing or the rules or regulations of the Arizona Racing Commission or the race meeting conditions.
9. The Association will reduce the allotment of stalls to any trainer not meeting minimum participation levels.
10. The Undersigned recognizes that this is not a lease of any space, but is merely a revocable license or permit on the terms outlined.
11. Workmen's Compensation; Arizona law requires that all owners and trainers shall carry compensation insurance covering all their employees. This paragraph is intended to include all individuals employed by owners and trainers in the training and racing of horses. All concessionaires shall carry compensation insurance covering all their employees.
12. TRAINER acknowledges that TRAINER is solely responsible for any worker's compensation insurance for any of TRAINER'S employees (including but not limited to persons employed to train horses) that is required under Arizona law. TRAINER further acknowledges that none of the TRAINER'S employees are employees of the Association, and such persons are neither hired by the Association nor do such persons provide services to the Association or receive any compensation whatsoever from the Association. Such persons are allowed to come on the Yavapai County Fair Association premises and offer services to trainer on whatever terms such persons and TRAINER negotiate between themselves. TRAINER understands and agrees that any control of such persons as to any aspect of their work is under TRAINER'S sole control and none of said control is held or retained by the Association and such work by such persons is not in any manner the responsibility of the Association. By accepting and occupying stalls, TRAINER acknowledges that each person employed by TRAINER is subject to the minimum wage and hour rules of the United States Department of Labor and the laws and rules relating to employees enacted by the State of Arizona and any and all applicable local laws and rules. TRAINER further acknowledges that Trainer is responsible for maintaining all required employee records and for complying with the Federal laws and rules relating to old age and survivor's benefit insurance (Social Security Insurance) and Arizona and Federal laws and rules relating to unemployment insurance and compensation.

**This is a release of liability and imposes specific requirements relating to occupancy of stalls – READ BEFORE SIGNING.**

I acknowledge that I have this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, carefully read the twelve terms, conditions and provisions above and by signing below, fully agree to be bound by each.

Signature \_\_\_\_\_  
Applicant