

Stall Application for Arapahoe Park

1. The statutes of the State of Colorado, rules and regulations of the Colorado Racing Commission, and the horsemen's association recognized by Arapahoe Park shall apply to the race meet to be conducted at Arapahoe Park, and Applicant agrees to be bound by them. In consideration of stalls allotted by Arapahoe Park to the Applicant, the Applicant accepts the conditions and policies of racing established by Arapahoe Park.

2. Arapahoe Park reserves the right to cancel or amend any race.

3. A registration certificate, relating to a horse, must be on file with the Racing Secretary before the entry of the horse is accepted, stakes races excluded.

4. Each party to this Stall application shall be liable for its own acts and omissions as well as those of its agents, representatives, and employees to the same extent as would be applicable or provided by law without this provision. Applicant specifically acknowledges that it is wholly responsible for all acts, actions, and omissions of its officers, agents, independent contractors, representatives and employees (together, "Representatives"). Applicant agrees to hold its Representatives to the statutes of the State of Colorado and the rules and regulations of the Colorado Racing Commission and horsemen's association. Applicant further agrees that it has sole responsibility for the safety and well being of its Representatives. Applicant shall waive and indemnify Arapahoe Park for any damage caused or injury suffered by Representatives, fully consistent with the "Waiver and indemnity" clause contained herein.

5. Arapahoe Park reserves all rights to photographs, video tapes, television and motion pictures filmed or produced for non-income or noncommercial use. All entries will be accepted on the condition that if requested by Arapahoe Park, the owner, trainer, groom, jockey and all other persons associated with the Applicant who may come into camera range, will sign a formal release permitting the taking of photographs, video tape, filming of such television or motion pictures, and the subsequent exhibition thereof.

6. In consideration of the allotment of stalls by Arapahoe Park, hot and cold running water and electricity in stables and facilities located on the premises of Arapahoe Park, the Applicant agrees to enter his/her horses when they are fit to run and suitable races are programmed. Applicant's horses will not be withheld as entries for any reason other than illness or inability to run for other valid causes. Applicant agrees to vacate the stalls allotted to him/her and to remove horses, equipment, and personnel from the premises of Arapahoe Park within seventy-two (72) hours after being notified to do so.

7. The Applicant and all personnel under his/her control will refrain from smoking or using alcoholic beverages in the barn area. Alcohol is prohibited in the barn area.

The Applicant is responsible for the overall cleanliness of their assigned areas. The area shall extend from their assigned stalls to the roadway. This overall cleanliness includes, but is not limited to trash, weeds, and other debris.

The Applicant is responsible for any damage caused to the assigned area by the applicant. No alterations may be made to the assigned area without prior approval by Arapahoe Park. No cooking is permitted in or about the barns. No pets are permitted on the backstretch.

8. This application, or its acceptance by Arapahoe Park, shall not be construed as a lease of any particular space at Arapahoe Park, but, upon acceptance of Arapahoe Park, merely constitutes a revocable license or permit under the terms and conditions herein set forth. The signature of the Applicant on this Application is an acknowledgment that this applicant agrees to be subject to the terms and conditions hereof.

WORKERS COMPENSATION

Colorado Law requires all individual employers to carry Workers Compensation Insurance covering all employees. This coverage must include all individuals employed by owners and trainers in the training of horses. All concessionaires shall carry Workers Compensation Insurance covering all employees.

WAIVER AND INDEMNITY

The undersigned, in consideration of the allotment of stalls at Arapahoe Park, does hereby waive, release and forever hold harmless, Racing Associates of Colorado, Ltd., d/b/a Arapahoe Park, its officers, agents, representatives, employees and any others acting on behalf of Arapahoe Park (hereinafter the "Indemnified Parties"), from any and all liability for any loss, damage or destruction or injury to any person, horse or other personal property owned or leased by the Racing Associates of Colorado, Ltd., except to the extent the loss, damage, destruction or injury is caused by the negligence of any of the Indemnified Parties. The undersigned agrees to forever indemnify and reimburse the Indemnified Parties for any and all fees, expenses, costs or damages caused by the undersigned or its representative or any horse, person, property owned, leased or borrowed by the undersigned, while on the premises owned or leased by Racing Associates of Colorado, Ltd.

The undersigned further acknowledges that he/she has carefully read and reviewed all of the terms and conditions hereof and agrees to be bound by them.

Signature _____

DO NOT SHIP TO ARAPAHOE PARK WITHOUT STALL CONFIRMATION

ABSOLUTELY NO DOGS WILL BE PERMITTED IN THE BARN AREA

BARN AREA AND TRACK WILL OPEN FRIDAY APRIL 30, 2010

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