

TERMS AND CONDITIONS APPLICABLE TO OCCUPATION OF STALL SPACE AT SWEETWATER DOWNS

The undersigned trainer hereby agrees to each of the following terms and conditions in consideration for permission of Wyoming Horse Racing LLC for the stabling of horses being trained by the undersigned at Sweetwater Downs during the session identified on the face of this application.

1. The Wyoming All Breeds Racing Association (WABRA) is recognized as the exclusive representative of the Horsemen.
2. Wyoming Horse Racing LLC reserves the right without notice to the applicant, (a) to refuse this application for stable space in whole or in part, or (b) to refuse the entry or the acceptance of any entry in any race or (c) to refuse the transfer of any entry for any cause.
3. After submission of this application for stalls the undersigned shall notify Wyoming Horse Racing LLC immediately of any change in stall requirements and if stalls have been allocated, of any change in shipping plans.
4. Applicant has inspected the stalls at Sweetwater Downs and is familiar therewith and agrees to accept any stalls assigned pursuant to this application in an "as is" condition. Applicant understands that Wyoming Horse Racing LLC makes no representation or warranty as to the condition or use of stalls assigned.
5. Applicant agrees to vacate any stalls assigned at Sweetwater Downs and to remove all horses, equipment and personnel from the premises within three days after being requested to do so.
6. Foal papers for all the horses stabled on the grounds must be on file with the Sweetwater Downs Racing Office no later than 72 hours after the horse arrives on Sweetwater Downs premises. Foal papers must remain in the Sweetwater Downs Racing Office unless prior written consent is obtained from the Racing Secretary.
7. The undersigned applicant(s) represent that they are familiar with and have read the Rules of Racing and Regulations of the Wyoming Pari-mutuel Commission ("WYPMC"), and all conditions applicable, as well as the rules and regulations of Wyoming Horse Racing LLC, and agree to be bound by and to comply with the same. All stable reservations and entries in stakes and all other races shall be subject to all conditions, rules and regulations of the WYPMC and conditions contained in this Sweetwater Downs application. Applicant(s) represent that the owners of all horses being trained by applicant(s) will be bound thereby. All references herein to applicant or to their horses, equipment, agents or employees, shall include said owners and their horses, equipment, agents and employees.
8. All disputes, claims and objections arising out of racing, or with respect to interpretation of any rules or conditions of racing or otherwise, shall be decided by the Stewards of the meeting or the WYPMC legal rights of appeal and applicant agrees to accept and abide by all decisions of such officials pertaining to the presence or conduct of themselves or of their agents, guests and employees on the premises of Sweetwater Downs.
9. In all stakes, acceptances may be made only through the entry box at the usual time of closing of entries, on the day before the race or at other times when the conditions for the race specifically so state.
10. Wyoming Horse Racing LLC reserves the right to cancel any stake or other race which has not filled prior to the actual running thereof without liability to any person, except for the return of nomination and entrance fees paid. Wyoming Horse Racing LLC reserves the right to divide the added money for any stake which is run in more than one division.
11. Horses claimed by or transferred or sold to any person or stable which is not registered for racing at Sweetwater Downs must be removed from the grounds within forty-eight hours after they are claimed, transferred or sold unless their continued presence is approved by the racing association then conducting racing at Sweetwater Downs.
12. Wyoming Horse Racing LLC desires to televise directly or by photographic transcription all or some of the races conducted at Sweetwater Downs and reserves all rights to reproduce such races directly or indirectly by television. This right shall include the right to televise or reproduce preparations for any race and ceremonies or proceedings thereafter as well as training at the track. A further condition of acceptance of this application and continued availability of stall space hereunder is that upon request by Wyoming Horse Racing LLC, the owner, the jockey, the trainer, groom and other employees of the owner coming within view of any television picture sign and deliver to Wyoming Horse Racing LLC releases permitting such television and exhibition thereof directly or indirectly.
13. Wyoming Horse Racing LLC will in no event be considered to have the responsibility for the care, custody or control of horses kept at Sweetwater Downs or elsewhere. Applicant assumes full responsibility for the safety and well-being of all horses stabled by them at Sweetwater Downs and agrees to take all reasonable measures for the protection of such horses, including providing adequate supervision for such animals while on the premises, hiring competent personnel to care for such animals at all times, cleaning and maintaining stalls assigned pursuant to this application and removing any hazardous condition from such stalls which is known to applicant or their employees, or if applicant believes that such condition should be remedied by Wyoming Horse Racing LLC, promptly calling to the attention of Wyoming Horse Racing LLC in writing, any such hazardous condition. Applicant further agrees to properly supervise all their employees, agents, their express invitees, and other persons known to them to be in the area assigned to them pursuant to this application, and hereby acknowledges that they are responsible for the conduct of their employees, agents and express invitees, and that Wyoming Horse Racing LLC has no obligation to remedy any condition on the track premises which may be caused by the negligence of or willful conduct of any such employees, agents or express invitees, unless it has prior written notice of the existence of such condition and has had a reasonable opportunity to repair such condition.
14. The applicant understands that there may be numerous hazards and risks of injury to themselves, their agents, owners, employees, persons upon the race track premises at their request and to their property incidental to accepting stalls at, practicing for, and participating in horse racing at Sweetwater Downs. Applicant agrees that Wyoming Horse Racing LLC will not be liable for any injury, illness or loss suffered in any manner by horses, personnel, family or equipment.
15. Stalls occupied by horses shall not be padlocked at any time. Occupied stalls must always be attended. Tack Rooms are not to be used as living quarters.
16. Applicant acknowledges that security officers may search any stall, tack room and feed room assigned to him/her. This includes all vehicles (while on Les Bois Park premises) of the Applicant or any of the Applicant's employees.
17. Horsemen will be allotted stalls with the understanding that each stall allotted will have a minimum of one (1) start per fourteen (14) calendar days and that their horses are fit and ready to run. If the trainer does not comply, such horse not in compliance may be asked to leave and be replaced with another, or the stall may be given to another trainer with a horse that is fit and ready to run.
18. Applicant agrees to comply with all of Workman's Compensation requirements and is fully aware of their obligation within the State of Wyoming.
19. Every horse traveling within Wyoming or entering Wyoming from another state must have a Negative Coggins Test within the past 12 months. In addition, every horse must have a health inspection issued by a licensed Vet within the past 30 days. If horses are from a known quarantine area they would require an additional statement from their Vet. All the horses are required to have a brand inspection prior to leaving the County where the races occurred. Official Brand Inspections from out of state will be honored but otherwise they would need to get a Wyoming inspection regardless of whether or not the horse is branded.

The undersigned authorized applicant hereby states that he/she understands and agrees to the conditions above and on the reverse side of this application.

TRAINER'S SIGNATURE: _____

PRINT NAME _____ **DATE:** _____

Sweetwater Downs Wyoming Horse Racing LLC P.O. Box 3210 Evanston, WY 82931 (307) 224-4960 (307) 789-4191 fax

STALL APPLICATIONS DUE - Aug 7th 2014

Racing Season: Aug. 16 th , 17 th , 30 th , 31 st . 4 days
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Sweetwater Downs



2014 STALL APPLICATION

PLEASE FILL OUT THIS APPLICATION COMPLETELY. MUST BE SIGNED ON REVERSE SIDE

*It is the policy of Sweetwater Downs that all stalls be cleaned and stripped before shipping. A fee of \$25.00 per stall will be charged to the **trainer** of record for each allocated stall that is not cleaned.*

	Name of Horse (Please spell correctly)	TB/QH	Age	Sex	Maiden Y/N	Last Raced at:	Owner's Name
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
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17							
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19							
20							

Non-Participation: The Association will reduce the allotment of stalls to any trainer not meeting minimum participation levels. Eligibility does not imply automatic approval nor does it insure stabling. WYOMING HORSE RACING LLC reserves the right to refuse entry on horses that have poor racing record and/or are unsound.

Trainer (please print) _____ Cell Phone _____

Trainer's Mailing Address _____

City _____ State _____ Zip _____ Phone _____