



P.O. Box 1000
 Bensalem, PA 19020
 (215) 639-9000
 (800) 523-6886
 (215) 639-9220 - fax

APPLICATIONS DUE OCTOBER 16, 2017

2017-2018 FALL/WINTER MEET
 CURRENT PAST PERFORMANCES AND
 PROOF OF WORKMAN'S COMPENSATION
 AUTO INSURANCE AND LIABILITY INSURANCE
 MUST ACCOMPANY APPLICATION

Parx Racing reserves the right to assign stall space to specific horse(s) and to refuse stall space to specific horse(s). Stalls assigned by Parx Racing are subject to the conditions set forth on the reverse side of this application.

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.

A CERTIFICATE OF COMPLIANCE WITH RULE 165.155 ISSUED BY AN INSURANCE COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF PENNSYLVANIA MUST BE ON FILE WITH THE PENNSYLVANIA HORSE RACING COMMISSION.

CURRENT PAST PERFORMANCES FOR EACH HORSE MUST ACCOMPANY APPLICATION. (See Special Notice on Back)

DO NOT WRITE IN THIS SPACE		NAME OF HORSE	SEX	AGE	ALLOW. OR CLAIMING PRICE	TRACK AND DATE OF LAST START	MAIDEN	PA BRED	CURRENTLY STABLED AT PRX	NAME OF OWNER	PERMANENT ADDRESS OF OWNER
	1										
	2										
	3										
	4										
	5										
	6										
	7										
	8										
	9										
	10										
	11										
	12										
	13										
	14										
	15										
	16										
	17										
	18										
	19										
	20										

IMPORTANT: Commission Regulations Require the Accurate Listing of Permanent Address of Owner and Trainer.

Application Received _____
 Accepted _____ Rejected _____ Hold _____ Date Notified _____

Trainer's Name: _____ **Phone:** () _____
 (Please Print)

STALL APPLICATION AND REVOCABLE LICENSE AND RELEASE AGREEMENT

By executing this Stall and Revocable License and Release Agreement, (the "Agreement") seeking the assignment of stall space by Bensalem Racing Association, Inc. and Keystone Turf Club, Inc. ("PARX") and in order to induce PARX to do so, or by accepting the use of stall space or other accommodations, the undersigned Trainer identified on the signature line of this Agreement, on behalf of himself/herself and as agent for each of the Owners listed on the attached schedule (collectively, the "Applicant"), hereby represents, warrants, covenants and agrees with PARX as follows:

1. PARX in its sole discretion may allocate stall space to any, all or none of the horses listed herein by the Applicant. PARX reserves the right to decline stall space to any owner, trainer or horse. Applicant authorizes PARX to cross out the names of any horses listed to which PARX does not wish to assign stall space and to assign stall space only to horses whose names are not crossed out. Applicant agrees to be bound by this Agreement even though the Agreement may be altered by PARX crossing out the names of some horses listed, just as if the Applicant had signed this Agreement without listing the horses crossed out by PARX.
2. This Agreement shall not be binding upon PARX until signed by the Racing Secretary of PARX. The execution of this Agreement by the Racing Secretary of PARX shall constitute the grant of a revocable license to the Applicant for the horses who have been listed but not crossed off by PARX to occupy the stall space assigned to them by PARX for the 2017 Fall - 2018 Winter PARX Racing Meeting for the Programs of Thoroughbred Racing for this stall application. No changes may be made to this Agreement unless the Racing Secretary of PARX shall execute a writing containing such change.
3. The Applicant shall enter and race the horses listed herein which have been assigned stall space by PARX in all races for which they qualify and are eligible unless the Racing Secretary of PARX shall decide otherwise. Purse monies paid during the period of this Agreement shall be set by PARX in accordance with terms determined during the course of this race meeting.
4. In connection with and as a condition to Applicant's application for and/or acceptance of stall space at the property of PARX located at 3001 Street Road, Bensalem, Pennsylvania (the "PARX Premises"), Applicant and his/her staff, employees, agents and any of their invitees must comply with all terms, provisions and conditions set forth in this Agreement, the Rules and Regulations of the Pennsylvania Horse Racing Commission and the Rules and Regulations of PARX, at any time adopted or as they may be amended from time to time by PARX. PARX reserves the right to make all decisions regarding the preferences, conditions, interpretation and application of any rules and regulations and its decision shall be final and Applicant shall comply with decisions of state racing officials and/or the officers of PARX with respect to such matters. Applicant acknowledges that it has received and reviewed the current Rules and Regulations of PARX.
5. Foal certificates must be filed at the Racing Secretary's office upon arrival and must be approved by the Racing Secretary.
6. Any license granted to Applicant and his/her staff, employees, agents, independent contractors, jockeys and exercise riders contracted to Applicant, and any of their invitees (collectively, the "Applicant Parties") to enter upon the PARX Premises and to use any of its facilities is subject to revocation at the sole discretion of PARX and is not a lease or other right in real property. PARX shall have the sole interest in and exclusive control of its premises and facilities and reserves the exclusive right and sole discretion to reduce, totally eliminate or change the location of any of the stalls assigned to Applicant pursuant to this Agreement. The provisions of this Paragraph shall also apply to any license granted to Applicant and his/her staff, employees and invitees to use PARX's dormitory and other facilities.
7. Notwithstanding Section 6, above, Applicant and PARX understand that no person who holds a license from the Pennsylvania State Horse Racing Commission shall be ejected or excluded from the PARX Premises except in accordance with Paragraph 13(d) of the Live Racing Agreement between PARX and the Pennsylvania Thoroughbred Horsemen's Association ("PTHAA") dated September 4, 2004, as amended ("Live Racing Agreement"). The removal of any dead, sick or injured horse is at the expense of the Applicant.
8. Subject to paragraphs 6 and 7 above, PARX may refuse admittance to or reject anyone whose presence it considers not to be in the best interest of racing, or whom it deems an undesirable person or who is so designated in accordance with the regulations of the Pennsylvania Horse Racing Commission. PARX also reserves the right to exclude or reject any horse which it deems to be unfit to race. Applicant agrees that if any person or individual has been previously ejected or reprimanded by a racing association or a Board of Stewards in any jurisdiction domestically or internationally, that person or individual shall be required to execute the PARX "Conditional Agreement", outlining certain of the duties and responsibilities that they must comply with in order to enter or be present upon the PARX Premises.
9. Applicant is aware and acknowledges that participating in or being in the vicinity of horses in races or in training exercises, or otherwise working with or near horses or on the PARX 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 in the vicinity of or on the race track surface, barns and adjacent or surrounding areas at the PARX Premises which may startle or "spook" horses at any time potentially causing injury to riders or persons in the vicinity. Applicant is fully aware of these risks and dangers and knowingly assumes these risks. The Applicant hereby certifies that he or she is not aware of any dangerous condition or circumstance on the PARX Premises on the date hereof, except for those dangerous conditions or circumstances that are set forth in a letter addressed to the Racing Secretary of PARX that is delivered concurrently with this Agreement to PARX. In order to protect the safety of all persons, Applicant shall promptly notify the Racing Secretary of PARX in writing, with a copy to the PTHA, in the event Applicant observes or becomes aware of a dangerous condition or circumstance on the PARX Premises.

10. Applicant (i) releases PARX and its affiliates and their respective officers, directors, employees, owners or agents (collectively the "PARX Parties") from and waives any and all claims for injury personally suffered by the Applicant Parties, while galloping/ponying/riding horses on the PARX Premises; and (ii) assumes the risk, and releases and waives any and all claims against the PARX Parties for loss of use, injury or damage to horses owned or under the control of the Applicant, his/her staff, employees or invitees incurred while on the PARX Premises, unless such loss, injury or damage is caused by PARX's negligence. Except as provided above, the parties agree that each shall be responsible for their own negligent acts and omissions to the same extent as provided by law.
11. Applicant agrees that no persons may be admitted to restricted areas of the PARX Premises unless each such person holds (i) a valid racing license issued by the Pennsylvania State Horse Racing Commission AND (ii) a valid stable area pass issued by PARX. Stable area passes may be used only by the person to whom they are issued and misuse will be cause for revocation of permission to occupy the PARX premises without notice. Applicant understands and agrees that a stable area pass will not be issued or remain valid after issuance unless the person seeking the pass (whether the Applicant or one of the Applicant Parties) shall have provided to PARX the following documentation:
 - a. A copy of the person's valid racing license issued by the Pennsylvania State Horse Racing Commission, which shall be in full force and effect.
 - b. Certificate(s) of insurance from an insurer licensed to do business in Pennsylvania and otherwise reasonably acceptable to PARX evidencing that either (i) workers' compensation insurance in required statutory amounts is in place with respect to Applicant and Applicant Parties and all employees of Applicant and Applicant Parties or (ii) accident and medical insurance with coverage amounts of not less than \$100,000 for each of accidental death, dismemberment and medical expenses covers non-employee Applicant Parties or persons contracted to Applicant or Applicant Parties.
 - c. Certificate(s) of insurance from an insurer licensed to do business in Pennsylvania and otherwise reasonably acceptable to PARX evidencing that Applicant and non-employee Applicant Parties have in full force and effect general liability insurance providing the coverages listed in the Rules and Regulations of PARX, which coverages include but are not limited to contractual liability insurance for the indemnification obligations contained in this Agreement.
 - d. An access form, in form satisfactory to PARX (the "Access Form"), executed by such person if they are one of the Applicant Parties. PARX has provided a copy of the Access Form to the PTHA.

Applicant will request the Applicant Parties to promptly provide the above referenced documents which are applicable to them to PARX and will fully cooperate with PARX with respect to obtaining this documentation from the Applicant Parties. Applicant agrees that permission to enter or be present upon the PARX Premises for any of the Applicant Parties may be rescinded, in the sole discretion of PARX, without prior notice to anyone, in the event that the foregoing documentation is not on file with PARX or if any license, insurance or other item shall cease to be valid and in full force and effect.

12. Without limiting the provisions of paragraph 10 above, Applicant agrees that with respect to any claim brought against the PARX Parties by an employee or agent of Applicant, Applicant hereby expressly waives any provision of the Pennsylvania Workers Compensation Act that would otherwise prevent Applicant's inclusion as an additional defendant, or allow Applicant to avoid liability for any claim of injury or death brought by Applicant's employees, heirs, or assigns against the PARX Parties. Applicant agrees to indemnify the PARX Parties by written contract in accordance with Section 303(b) of the Workers' Compensation Act.
13. As the organizer, host and sponsor of thoroughbred horse racing at PARX, PARX hereby reserves unto itself, its agents, assigns and licensees, the sole and exclusive right to produce, exhibit, perform, transmit, license or sell in any manner still or motion pictures, radio and television broadcasts, or any other media transmission, now known or hereafter developed of all activities occurring before, during and after thoroughbred horse races; together with the sole and exclusive right to utilize each race and the results thereof for any purpose as PARX shall determine. This reservation of rights includes all worldwide copyright in perpetuity in and to each race at the PARX Premises in which Applicant, the horses listed in this Agreement and the Applicant Parties may participate. Additionally, Applicant hereby grants PARX the exclusive license to use, and to authorize others to use the Applicant's and their horses image or visual likeness and goodwill, rights of publicity in and to his/her full and formal name, nickname or alias, voice, photograph, videos, films and other elements of his/her persona, identity or personality (all the foregoing referred to as the "Property") for purposes related to horse racing at the PARX Premises or wagering thereon. This exclusive license to use shall apply to the Property or be related to the creation, development, manufacturing, production, packaging, promotion, distribution and sale of any products or services of PARX. This exclusive license shall be royalty-free, perpetual and applicable throughout the world. Applicant also agrees to cause all jockeys who Applicant utilizes to race horses at the PARX Premises to execute agreements that grant to PARX similar exclusive licenses with respect to such jockeys. The acceptance of stall accommodations, the submission of a nomination or the making of an entry in any race shall constitute Applicant's consent to this exclusive license granted to PARX and Applicant's consent to be photographed or otherwise be the subject of still or moving pictures in all media, radio or television programs, without payment except for those contributions to horsemen's purses as agreed in the applicable Live Racing Agreement with the horsemen's representative group. Applicant, on behalf of her/himself and the Applicant Parties, agrees that he/she has not taken and will not take any action which would cause an assignment or other transfer of any of the rights contemplated herein, or assert any claim, demand, or cause of action against the PARX Parties which is inconsistent with the full and exclusive ownership by PARX of these rights.
14. Horses including ponies shipped in from other states are required to have health certificates issued within a seven day period preceding date of arrival, and a negative Coggins test issued within the last 12 months.
15. Dispute Resolution.

A. Arbitration Of Claims Concerning Compliance with this Agreement. PARX and Applicant agree that, except as expressly provided in this Agreement, any and all claims and disputes between the Applicant and the PARX Parties under this Agreement or which arise from or are related to the use, condition or presence of Applicant upon the PARX Premises shall be subject to final and binding arbitration pursuant to the Commercial Arbitration Rules ("Commercial Arbitration Rules") of the American Arbitration Association (the "AAA"). This Agreement to arbitrate shall be governed by the Federal Arbitration Act (the "FAA") and, to the extent applicable and not inconsistent with the FAA, the law of the Commonwealth of Pennsylvania relating to arbitration. Applicant agrees that in the event of any such claim or dispute subject to this arbitration provision, Applicant will not join with any other arbitration claimant, nor will Applicant participate in any class action, collective action or multi-claimant proceeding in arbitration. Any issue concerning the validity or enforceability of this Agreement to arbitrate or the waiver of Applicant's right to participate in a class, collective or multi-claimant proceeding shall be decided by a court of competent jurisdiction.

Any arbitration demand or notice shall be filed with AAA at its office in Philadelphia, Pennsylvania. To the extent any of the terms, conditions or requirements of this paragraph 15 conflict with the AAA Commercial Arbitration Rules or other applicable rules, the terms, conditions and requirements of this paragraph 15 shall govern. The arbitrator or arbitrators hearing a claim pursuant to this Agreement must issue a written award and opinion, and any such award shall be final and binding. Any judgment or award issued by the arbitrators may be entered in any court of competent jurisdiction. The arbitration shall be subject to the same burdens of proof, legal principles and statutes of limitations as if the dispute were being heard in federal district court. No arbitration award or decision will have any preclusive effect as to any issues or claims in any other dispute, arbitration, or court proceeding.

Except as the parties may agree otherwise, the arbitration shall be heard by a single Arbitrator who is a member of the bar of the Commonwealth of Pennsylvania, actively engaged in the practice of law, with at least ten years of experience. The Arbitrator shall have no power to award exemplary, punitive or multiple damages. Each party shall bear its own counsel fees; however, the losing party shall bear all other costs of the arbitration. The Arbitrator shall have no authority to modify the terms of this Agreement and shall have no power to rule on the scope or validity of this arbitration agreement.

B. Personal Injury Claims. Notwithstanding the foregoing, PARX and Applicant agree that any claims for damages for personal injury resulting from negligence or breach of a duty arising under law may be brought and litigated by the claimant in the Court of Common Pleas of Bucks County, Pennsylvania, and, if so brought, will not be subject to the arbitration provisions of Subparagraph A.

C. Actions for Possession or Equitable Relief. Notwithstanding the foregoing, PARX shall have the absolute right to seek in a court of competent jurisdiction, without first resorting to arbitration as provided herein, to recover possession of any of the PARX Premises or to seek a temporary restraining order, preliminary injunction, permanent injunction and/or specific performance, as appropriate to enjoin a breach or violation of this Agreement.

D. Exclusive Jurisdiction and Choice of Law for Claims Not Subject to Arbitration. The parties agree that any claims or disputes between them which are not subject to the arbitration provisions of Subparagraph A and are otherwise subject to the jurisdiction of the courts of the Commonwealth of Pennsylvania shall be subject to the exclusive jurisdiction of the Court of Common Pleas of Bucks County, Pennsylvania, and shall be governed by Pennsylvania law; provided that any matters subject to the exclusive jurisdiction of the Pennsylvania Racing Commission shall be determined by such Commission.

16. If any provision of this Agreement is held to be illegal or unenforceable, then only such provision shall be severed and the remainder of this Agreement shall remain operative and binding on the parties.
17. Applicant may not assign, or transfer or sublicense the revocable license granted by this Agreement.
18. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes, along with the PARX Rules and Regulations, as amended from time to time, the complete and exclusive agreement between the parties with respect to the subject matter hereof.
19. The undersigned trainer represents and warrants that he or she is the duly authorized agent of the Owners identified on the attached schedule with the authority to bind the Owners and to execute this Agreement as their agent.
20. By executing this Agreement, Applicant acknowledges receipt of a copy of the Stable Area Rules and Regulations, consisting of 36 paragraphs, which Applicant has signed and which are attached to this Agreement.

The undersigned agree to the terms set forth above:

Signature of Trainer _____	PARX RACING*
Printed name of Trainer _____	By: _____ Racing Secretary
Signature of Trainer as agent for the Owners identified on the attached schedule _____	Name: <u>Samuel N. Elliott</u>
Printed name of Trainer _____	

NO MORE THAN 25% OF STALLS WILL BE ALLOTTED FOR TWO-YEAR OLDS

PONY STALLS WILL BE ALLOCATED ON AN INDIVIDUAL BASIS ONLY TO TRAINERS WHO HAVE TEN OR MORE STALLS.

Name _____

D.O.B. _____

Permanent Address _____ Current Address _____

Current Telephone # _____

Email Address* _____

*Email must be provided

parx racing

SPECIAL NOTICE ELIGIBILITY

The following horses will not be eligible to stable or Race at PARX:

1. Horses eligibility to race at Parx will be at the sole discretion of the Director of Racing/Racing Secretary. Horses with bad form may be refused entry, and if stabled on the grounds will have to be removed.
2. Waiver claiming races will be considered as claiming races in eligibility. However, they will not be considered as claiming races in Starter Allowance eligibility

STALL APPLICATIONS WILL NOT BE PROCESSED WITHOUT CURRENT PAST PERFORMANCES.

ALL HORSES ENTERING PARX MUST BE ACCOMPANIED BY A NEGATIVE COGGINS TEST CERTIFICATE ISSUED WITHIN THE PAST 12 MONTHS AND A HEALTH CERTIFICATE ISSUED WITHIN PAST 72 HOURS PRIOR TO DATE OF ARRIVAL AT PARX RACING. ALL HORSES MUST HAVE PROOF OF AN EHV-1 VACCINATION NO EARLIER THAN 7 DAYS BEFORE SHIPPING AND NOT TO EXCEED 120 DAYS BEFORE SHIPPING. THE STATE VETERINARIAN'S OFFICE REQUIRES THAT ONLY ORIGINAL COGGINS TESTS OR FAXED COPIES INCLUDING THE LAB'S NAME AND PHONE NUMBER WILL BE ACCEPTED AS EVIDENCE THAT A HORSE HAS A NEGATIVE TEST.

IF ALLOTTED STALLS THERE SHALL BE NO SUBSTITUTION OF HORSES WITHOUT CONSENT OF THE RACING SECRETARY. HORSES