

Mail To:

Fred Hutton
Racing Secretary
P. O. Box 1000
Altoona, IA 50009
(515) 967-1205
or
800-325-9015 (Ext.1205)
Fax: (515) 967-1376
E-mail address:
Fred.Hutton@prairiameadows.com



Prairie Meadows
Racetrack and Casino, Inc.



Prairie Meadows
2012 Thoroughbred Meet
April 20th—August 11th
******* Stall Application *******
Due: Wednesday, March 14, 2012

| | | | | |
|-----------------|---------|--|--------------|-------------------|
| | OPEN | | | NAME(LAST, FIRST) |
| | MAIDENS | | IOWA WINNERS | |
| | 3+ | | 2 YO | |
| OFFICE USE ONLY | | | TOTAL STALLS | |

| | NAME OF HORSE (Please Print Clearly) | 2 Year Old | Sex | IA Bred | Maiden | Allowance Or Claiming Price | OWNER(S) AND STATE OF RESIDENCE |
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All horses must have a current negative coggins when entering the stable area. All ponies must have proof of a negative test for Theileria Equi (piroplasmosis) when entering the stable area.

ELIGIBILITY RULES

- Horses that have started for a claiming price of less than \$2,500 will not be eligible to stable or race at Prairie Meadows unless they have won for \$2,500 or more since starting for less than \$2,500.
- Maidens that have started for a claiming price of less than \$5,000 will not be eligible to stable or race at Prairie Meadows.
- Maidens older than five (5) years old will not be eligible to stable or race at Prairie Meadows.
- Horses over twelve (12) years of age will not be eligible to stable or race at Prairie Meadows.
- All horses must have a current negative coggins test dated within 12 months when entering the stable area. All ponies must have a current negative test for Theileria Equi (piroplasmosis) dated within 12 months when entering the stable area.
No ponies allowed without approval of Prairie Meadows. A Stall Application must be filed in the racing office. (Stables must be allotted 10 or more stalls to have a pony approved).
- Horses which meet eligibility requirements cannot make themselves ineligible while racing at the current meet. Except for Rule #1

Trainer _____

Walker: Yes ___ No ___

Address _____

I acknowledge that I have carefully read and reviewed all the terms and conditions on the reverse side and I agree to be bound by them.

City _____ State _____ Zip _____

Phone _____ Fax _____

Signed _____
(Owner or Trainer)

Email address _____

****PLEASE READ AND SIGN THE REVERSE SIDE****

STALL APPLICATION FOR PRAIRIE MEADOWS RACETRACK AND CASINO, INC. NOTICE

1. When sending in your stall application, please have the correct spelling of the horse's name. You do not need to send Past Performances.
2. Stall Allocation and Barn Placement for Thoroughbred Meet Only (April 20 – August 11).
3. Any stalls not cleaned when leaving the Thoroughbred Meet, the trainer will be assessed a \$50.00 per stall cleaning fee

1. The published rules and regulations of the Iowa State Racing Commission and the terms of any contract or arrangement in effect with the Iowa HBPA shall apply to the meeting conducted by Prairie Meadows Racetrack & Casino, Inc. In consideration of stalls allotted at Prairie Meadows Racetrack & Casino, Inc. to the Applicant, the Applicant accepts the conditions and policies of racing established by Prairie Meadows Racetrack & Casino, Inc. from time to time during the Prairie Meadows meeting.

2. The rules of the Iowa Racing and Gaming Commission shall govern and control. All employees of the Applicant must be licensed by the Commission.

3. Each party to this 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 of provided at law without this provision.

4. Prairie Meadows Racetrack & Casino, Inc. reserves all rights to television and motion pictures filmed or produced. All entries will be accepted only on the condition that, if requested by Prairie Meadows Racetrack & Casino, Inc., the owner, jockey, trainer, groom and all other persons possible coming within camera view will sign a formal release permitting the filming of such television or motion pictures and the subsequent exhibition thereof.

5. In consideration of the allocation of stalls by Prairie Meadows Racetrack & Casino, Inc., sleeping quarters, hot and cold running water and electricity in stables and facilities located on the premises of Prairie Meadows Racetrack & Casino, Inc., the Applicant agrees to enter his or her horses when they are fit to run and suitable races are programmed, and the Applicant's horses will not be withheld as entries for any reason other than illness or inability to run for other valid cause. The Applicant agrees to vacate the stall or stalls allotted to him or her and remove all horses, equipment, and personnel from the premises of Prairie Meadows Racetrack & Casino, Inc. within 72 hours of being notified in writing to do so. Applicant further agrees that in the event Applicant fails to vacate any stall(s) as required by the foregoing sentence, Applicant will pay Prairie Meadows Racetrack & Casino, Inc. \$50.00 per day per stall for each stall not so vacated. Applicant further submits to being sued in the Polk County District Court for collection of any such charges.

6. The Applicant and all personnel under his or her control will refrain from smoking or using alcoholic beverages in the barn area. No cooking is allowed in or about the barns. No pets are permitted on the backstretch.

7. This Application shall not be construed as a lease of any particular space at Prairie Meadows Racetrack & Casino, Inc., but merely constitutes a revocable license of permit under the terms and conditions herein set forth. The signature of the applicant on this Application is an acknowledgment that the Applicant agrees to be subject to the above rules and conditions.

8. Applicant represents and warrants that during the term of this Agreement Applicant will timely pay and discharge in full all fees and expenses incurred in connection with the horses stalled at Prairie Meadows Racetrack & Casino, Inc., including but not limited to all fees and expenses owing to any vendor or veterinarian from whom Applicant purchased any goods or services.

9. Applicant acknowledges and agrees that Prairie Meadows Racetrack & Casino, Inc. may, with or without cause, trespass and remove Applicant from Prairie Meadows Racetrack & Casino, Inc.' facilities.

10. **Racing Disallowed.** No owners shall be allowed to race any horses owned by them in any races at Prairie Meadows Racetrack & Casino, Inc. during any period that they have unpaid indebtedness owed to Prairie Meadows Racetrack & Casino, Inc., and no trainers shall be allowed to race any horses trained by them in any races at Prairie Meadows Racetrack & Casino, Inc. during any period that they have unpaid indebtedness owed to Prairie Meadows Racetrack & Casino, Inc., in each instance for which Prairie Meadows Racetrack & Casino, Inc. has made a written demand for payment, which demand has not be satisfied in full within ten (10) days of the date of the demand.

WARNING

UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOT LIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTICATED ANIMAL ACTIVITIES, PURSUANT TO IOWA CODE CHAPTER 673, YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTICATED ANIMAL ACTIVITY.

A NUMBER OF INHERENT RISKS ARE ASSOCIATED WITH A DOMESTICATED ANIMAL ACTIVITY. A DOMESTICATED ANIMAL MAY BEHAVE IN A MANNER THAT RESULTS IN DAMAGES TO PROPERTY OR ANY INJURY OR DEATH TO A PERSON. RISKS ASSOCIATED WITH THE ACTIVITY MAY INCLUDE INJURIES CAUSED BY BUCKING, BITING, STUMBLING, REARING, TRAMPLING, SCRATCHING, PECKING, FALLING, OR BUTTING.

THE DOMESTICATED ANIMAL MAY REACT UNPREDICTABLY TO CONDITIONS, INCLUDING, BUT NOT LIMITED TO, A SUDDEN MOVEMENT, LOUD NOISE, AN UNFAMILIAR ENVIRONMENT, OR THE INTRODUCTION OF UNFAMILIAR PERSONS, ANIMALS, OR OBJECTS.

THE DOMESTICATED ANIMAL MAY ALSO REACT IN A DANGEROUS MANNER WHEN A CONDITION OR TREATMENT IS CONSIDERED HAZARDOUS TO THE WELFARE OF THE ANIMAL; A COLLISION OCCURS WITH AN OBJECT OR AN ANIMAL; OR A PARTICIPANT FAILS TO EXERCISE REASONABLE CARE, TAKE ADEQUATE PRECAUTIONS, OR USE ADEQUATE CONTROL WHEN ENGAGING IN A DOMESTICATED ANIMAL ACTIVITY, INCLUDING FAILING TO MAINTAIN REASONABLE CONTROL OF THE ANIMAL OR FAILING TO ACT IN A MANNER CONSISTENT WITH THE PERSON'S ABILITIES.

WAIVER AND INDEMNITY

The undersigned represents that he/she is familiar with equine activities and that he/she understands that there may be numerous hazards and risks, known and unknown, to applicant, applicant's agents, owners, employees and invitees (the "Releasers") and to their property incidental to accepting stalls, practicing for and participating in horse racing and related activities at Prairie Meadows Racetrack and Casino, Inc. ("Prairie Meadows"). In consideration of the allotment of stalls at Prairie Meadows, the Releasers hereby waive, release and forever hold harmless Prairie Meadows, its officers, agents, representatives, employees, and others acting on behalf of Prairie Meadows (hereinafter collectively "Indemnified Parties") from any and all liability for any loss, damage, expense, destruction or injury to any person, horse, or other personal property owned, leased, or borrowed by, or in possession of, any of the Releasers, arising from or occurring on the premises of Prairie Meadows, whether caused by the negligence of any of the Indemnified Parties or otherwise. The Releasers agree to forever indemnify and reimburse the Indemnified Parties for any and all fees and expenses, costs or damages caused by or to any of the Releasers or any person, horse, or other property of the Releasers, while on the premises of Prairie Meadows.

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

Signed _____
(Owner or Trainer)

**DO NOT SHIP TO PRAIRIE MEADOWS
WITHOUT STALL CONFIRMATION**

****NO DOGS WILL BE PERMITTED ON THE GROUNDS****