

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. All Commercial & Stable Ponies ARE REQUIRED to be vaccinated for EHV-1 & must show verification of vaccination to the State Vet's Office upon arrival. It is recommended that all horses shipping to this facility be vaccinated for EHV-1 (Equine Herpes Virus-1)

RULES

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 and/or Iowa Quarterhorse Racing Association shall apply to the meeting conducted by Prairie Meadows Racetrack and Casino, Inc. In consideration of stalls allotted at Prairie Meadows Racetrack and Casino, Inc. to the Applicant, the Applicant accepts the conditions and policies of racing established by Prairie Meadows Racetrack and Casino, Inc. from time to time during the Prairie Meadows Racetrack and Casino, Inc. 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 and 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 and 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 and Casino, Inc., sleeping quarters, hot and cold running water and electricity in stables and facilities located on the premises of Prairie Meadows Racetrack and 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 and 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 and 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 and 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 and 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 and Casino, Inc. may, with or without cause, trespass and remove Applicant from Prairie Meadows Racetrack and 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 and Casino, Inc. during any period that they have unpaid indebtedness owed to Prairie Meadows Racetrack and Casino, Inc., and no trainers shall be allowed to race any horses trained by them in any races at Prairie Meadows Racetrack and Casino, Inc. during any period that they have unpaid indebtedness owed to Prairie Meadows Racetrack and Casino, Inc., in each instance for which Prairie Meadows Racetrack and Casino, Inc. has made a written demand for payment, which demand has not been 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 "Releasors") 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 Releasors 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 Releasors, arising from or occurring on the premises of Prairie Meadows, whether caused by the negligence of any of the Indemnified Parties or otherwise. The Releasors 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 Releasors or any person, horse, or other property of the Releasors, 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 _____

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

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