

2009 STALL APPLICATION HAZEL PARK RACEWAY , INC.

1650 E. TEN MILE ROAD – HAZEL PARK, MICHIGAN 48030 – (248)-398-1000
ALL PARTICIPATING HORSEMEN MUST HAVE A CURRENT USTA MEMBERSHIP AND/ MICHIGAN STATE LICENSES
WHITE APPLICATIONS – STALLS ON GROUNDS
BLUE APPLICATIONS – SHIP-INS ONLY

82 NIGHTS OF RACING MAY 1 THRU SEPTEMBER 19, 2009 ONLY COMPLETED AND SIGNED APPLICATIONS WILL BE CONSIDERED

1. Stalls will be assigned to individual horses. Stalls shall be vacated upon request and all horses, equipment, and personnel shall be removed from the grounds within 24 hours after such request and in any event, within 48 hours after the end of the race meeting. Failure to abide by either of these conditions will constitute an authorization to Hazel Park to van the horse to an off-track location of its choice. Costs of transportation, groom care, and boarding will be chargeable to the owner or trainer, and Hazel Park shall have the lien upon the horse for payment of such charges provided by MCLA 570.185
2. Applicant on his (her) own behalf and as agent for any horse owner receiving stall space or upon entering horses for racing purposes, agrees that he (she) and his (her) principals shall be bound by all the terms and conditions of any written agreement between the track and the MICHIGAN HARNESS HORSEMEN'S ASSOCIATION, including, but not limited to the distribution of purse money to said Association for insurance, welfare, administration or any other contractual purposes; and further, the applicant or his principles agree to said contractual agreement although they may not be members of the association and may not benefit directly or indirectly.
3. Michigan Harness Racing Commission Rule 1035 in part reads:
 - a) Application for an occupational license means consent and agreement by the applicant, upon application and for the duration of the occupational license, if issued, to all of the following conditions precedent: That all representations on the application filed are complete and correct and, when required by the commissioner, are accompanied by finger print identification, proof of worker's compensation insurance, or certification of professional licensing and any other information the commissioner considers necessary and proper.
4. The undersigned, for himself (herself) and his (her) principal(s), employer(s), agent(s), and employee(s) Waives all rights incident to photographic or television production in connection with any race, preparations therefore, or proceedings thereafter. Authorizes the search with or without cause without a search warrant on any allotted stall or tack room and the person and vehicle on the grounds owned, driven by or admitted at the invitation of any of them and seizure of any drug or mechanical device usable to stimulate or depress any horse.
5. **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.** In consideration of being permitted to compete, officiate, observe, work, drive, or participate in any way in the EVENT(S) at: HAZEL PARK RACING ASSOCIATION, INC., or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), I, now and for the future, on behalf of myself, my personal representatives, heirs, and next of kin:
 - a) Acknowledge, agree, and represent that I have or will immediately upon entering any of such RESTRICTED AREAS and/or the premises, and will continuously thereafter, inspect the RESTRICTED AREAS and/or the premises which I enter, and further agree and warrant that , if at any time, I am in or about RESTRICTED AREAS and/or the premises and I feel anything to be unsafe, I will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or the premises and/or refuse to participate further in the EVENT(S). Should I participate in the EVENT(S), said participation is my acknowledgment of the acceptance of any and all risks, known or unknown, associated with said participation or of any unsafe conditions.
 - b) **HEREBY AND FOREVER RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, horsemen, horse owners, grooms, trainers, drivers, state racing commission officials, stewards, the Michigan Harness Horsemen's Association, rescue personnel, and any persons in any RESTRICTED AREA and/or the premises, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents, servants and employees, all for the purposes herein referred to as Releasees, **FROM ALL LIABILITY TO ME**, my personal representatives, assigns, heirs, and next of kin, my owners, drivers, agents, servants, and employees **FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN MY DEATH ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**
 - c) **HEREBY AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees, and each of them, **FROM ANY LOSS, LIABILITY, DAMAGE, OR COST** they may incur due to claims brought against the Releasees arising out of or related to my injury or death from the EVENT(S), or the injury or death of my owners, drivers, trainers, grooms, visitors, agents, servants, employees and participants, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**
 - d) **HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS** and that horses have the propensity to behave in unpredictable ways, all of which involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge that **INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.**
 - e) **HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** arising out of the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
 - f) **HEREBY agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS,** and is intended to be as broad and inclusive as is permitted by the laws of the State of Michigan in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
 - g) **HEREBY agree this Agreement shall be binding upon and enforceable against me, my personal representatives, spouse, assigns, heirs, next of kin, owners, trainers, grooms, drivers, my agents, servants and employees and other participants, without limitation and shall be in full force and effect for all EVENT(S) at Hazel Park Harness Raceway, Inc.**

I HAVE READ THE CONDITIONS OF ACCEPTANCE, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

*APPLICANT's Legal Signature: _____ Date: _____

Address: _____ Telephone Number (____) _____

***APPLICATIONS NOT SIGNED WILL NOT BE CONSIDERED AND WILL BE REJECTED
STABLE ROSTER MUST BE COMPLETE ON REVERSE SIDE OF APPLICATION**

