

Mail Applications To:

RACING SECRETARY
Turf Paradise
1501 W. Bell Road
Phoenix, AZ 85023

Phone # (602) 375-6444
Fax # (602) 942-1060



TURF PARADISE STALL APPLICATION

RACING JANUARY 2, 2021 - MAY 1, 2021

***** DEADLINE FOR STALL APPLICATIONS - NOVEMBER 9, 2020 *****
(Please note approximate arrival and departure date below - application must be signed on back)



(for office use)

APPLICANT EXPRESSLY AGREES THAT HIS ACCEPTANCE BY TRACK TO PARTICIPATE IN THE PROGRAM IS GOVERNED BY APPLICANT OBEYING ALL RULES PUBLISHED BY THE TRACK.

DATE: _____

TRAINER (please print): _____ CELL #: _____ PROVIDER: _____
(for text updates)

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ EMAIL: _____

SHIPPING REQUIREMENTS: (1) CURRENT HEALTH CERTIFICATE INDICATING VACCINATION FOR EHV-1 NO LESS THAN 14 DAYS AND NO MORE THAN 90 DAYS PRIOR TO ARRIVAL; (2) CURRENT NEGATIVE COGGINS (WITHIN A YEAR). **ALL HORSE PAPERS MUST INCLUDE A CURRENT NEGATIVE COGGINS CERTIFICATE BEFORE BEING SUBMITTED TO THE RACE OFFICE.** IN ADDITION, A VETERINARIAN'S RECORD OF VACCINATIONS MUST BE SUBMITTED TO THE TRACK VETERINARIAN.

ALL CURRENT VACCINATIONS ARE RECOMMENDED. CONTACT THE RACE OFFICE FOR UP-TO-DATE INFORMATION.

Important Dates (approximate): Barns open for cleaning-November 19; Horses allowed on grounds-November 25; Main Track open for training/workouts-December 2.

ALLOCATED STALLS NOT OCCUPIED BY APPROVED HORSES BY JANUARY 2ND MAY REVERT BACK TO THE TRACK.

NOTICE: APPLICANTS HEREBY ADVISED THAT IT IS THEIR SOLE RESPONSIBILITY TO SHIP ONLY HORSES WHICH FIT THE RACING PROGRAM AT TURF PARADISE.

APPLICATION WILL NOT BE CONSIDERED UNLESS ACCOMPANIED BY CURRENT PAST PERFORMANCES ON ALL

HORSES NAME OF HORSE ADDRESS	BREED		Sex	Age	LAST START		CLASS			ATBA Elig	AZ Brd Fut Elig	OWNER	OWNER EMAIL
	AB	QH			Track	Year	Clm	Price	Maiden				
1)													
2)													
3)													
4)													
5)													
6)													
7)													
8)													
9)													
10)													

ALL TRAINERS ARE RESPONSIBLE FOR CLEANING STALLS BEFORE SHIPPING OUT (\$25 fine per uncleaned stall &/or tack room).

All personal belongings, including hot walkers, must be removed when the race meet concludes. Turf Paradise will not be responsible for any personal belongings left behind. The Track will put into storage any personal belongings that remain, however, the trainer will be responsible for the storage bill.

> IMPORTANT-DO NOT SHIP ANY HORSES UNTIL YOU HAVE BEEN NOTIFIED THAT STALL RESERVATIONS HAVE BEEN ALLOTTED.

> POSITIVELY NO HORSES WILL BE RECEIVED AT TURF PARADISE UNLESS THEIR APPLICATIONS HAVE BEEN APPROVED.

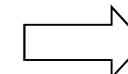
> DO NOT SUBSTITUTE HORSES. PLEASE NOTIFY US PROMPTLY OF ANY CHANGE IN YOUR LIST OF HORSES.

> TRAINERS WILL NOT BE ALLOWED TO LOAN STALLS ALLOCATED TO THEM TO OTHER TRAINERS.

> HEEL NERVED HORSES WILL NOT BE PERMITTED TO RUN, TRAIN OR STABLE AT TURF PARADISE.

> SHAVINGS AND WOOD PRODUCTS ONLY FOR BEDDING.

> POSITIVELY NO DOGS PERMITTED IN STABLE AREA.



Approximate Arrival Date _____

Approximate Departure Date _____

Signed _____

➡ **ALL STALL APPLICATIONS MUST BE SIGNED AND INITIALED ON BACK** ←

TERMS AND CONDITIONS

The use of Stall space by Trainer, as listed on the reverse hereof, at Turf Paradise Race Track (herein after referred to as "Track") is not a lease but is merely a revocable license or permit granted by TP Racing, L.L.L.P. /DBA Turf Paradise Race Track on the terms and conditions set forth herein and on the application for stall space.

1. The continued use and occupancy of stall space at Track is conditioned on compliance with all policies, conditions, regulations and rules of Track, the Arizona Racing Commission, Arizona Department of Gaming – Racing Division and all Local, State and Federal Laws. The Track reserves the right to refuse to allot stable space in whole or in part or the entry or the acceptance of a transfer of any entry for any reason and without notice to Trainer.
2. The Track reserves the right to refuse an entry on any horse to protect the integrity of any race, on the basis of past performance.
3. All stable reservations and entries in stakes and all other races are received and accepted subject to all policies, conditions, rules and regulations of the Arizona Racing Commission and Turf Paradise, hereinafter called the Track. No stable reservation or entry in any race will be received except upon the condition that all disputes, claims and objections arising out of the racing or with respect to the interpretation of any rules or conditions of races or otherwise shall be decided by the Arizona Racing Commission, the Stewards of the meeting, or the Track, and such decisions upon all points shall be final. The Track reserves the right to cancel any stake or other race prior to the actual running thereof, without liability, except for the return of nomination and entrance fees paid.
4. The Track reserves the right to start all races with or without stall gate starting machine. The Track reserves the right to televise all races. All entries will be accepted on the condition that, if demanded by the Track, the owner, the jockey, the trainer, the groom and all other persons possibly coming within the view of the television picture sign a formal release permitting such television and the exhibiting thereof. Turf Paradise reserves the right to photograph jockeys, trainers, owners and horses for purposes of publicizing and advertising the sport of horse racing and the race track.
5. GENERAL RULES AND CONDITIONS: (1) All horsemen must submit a signed and dated stall application to participate in racing at Turf Paradise. (2) The Track Veterinarian may require, at owner's expense, that blood or urine samples be taken. (3) All horses entered to race at Turf Paradise must be on the grounds on or before 10:00 a.m. the day of the race. (4) *Track reserves the right to exclude any horse or horseman from participating in the program at Turf Paradise for any reason including but not limited to, qualifications, participation in programs, poor performance or any conduct not considered beneficial to the overall racing program. or Turf Paradise in general.* (5) In making application for stalls, the signer hereof agrees to stable and race only approved horses during the entire season. If, for any reason, the signer intends to vacate his allotted stalls prior to the end of the racing season, the signer must notify the Racing Secretary at the time of application.
6. STABLE AREA RULES: (1) No jogging walkers allowed on the grounds. (2) No portable stalls or pens unless approved by the General Manager. (3) All water hoses SHALL have an automatic turn off nozzle. (4) All lights must be turned off at sunrise and turned off when leaving the barn at night. (5) All areas around stalls and barns shall be kept neat and clean (grass cut, trees maintained, weeds cut, etc. Do not use water to wash off roads. (6) Cooking and food preparation in tack rooms and dorm rooms in barn area is not permitted and no trainer shall permit the use of cooking devices such as propane or gas burners or stoves or electric hot plates. Microwaves and refrigerators are acceptable. (7) Trainer is responsible for providing adequate housing for his employees and Trainer shall not permit any person to live or sleep in any stall or tack room in the barn area except for the designated dorm rooms with Grey doors. Grey door dorm rooms are to be used as sleeping rooms ONLY, and are not to be used for storage, tack, feed, or office. (8) Fans are not permitted to be hung on any conduit. (9) All extension cords must be three-prong outdoor rated. Only one extension cord may be used per appliance and may not be connected to another extension cord. (10) Water heaters will be allowed if proper permits are given by the City of Phoenix prior to being brought on the premises. (11) Washing machines will be allowed in designated areas that conform to City of Phoenix codes. (12) All ice machines must be approved by management in writing prior to being installed on the premises and must meet all City of Phoenix codes pertaining to ice machines. (13) Rubber mats must be used to wash horses (horses may not be washed on pavement). TRAINERS WILL BE HELD RESPONSIBLE FOR HIS/HER EMPLOYEES FOLLOWING ALL STABLE AREA RULES. Each trainer is responsible for his/her own stall area. Failure to comply with these rules may result in a fine by the Stewards, revocation of stall assignments or dismissal from the Stable Area.

← **TRAINERS - INITIAL HERE TO ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE "STABLE AREA RULES"**

7. **Workers Compensation: Arizona Law requires all employers to carry Workers Compensation insurance covering all employees. This includes all individuals employed by owners and trainers in the training of horses. All concessionaires employed by trainer shall carry Workers Compensation covering all employees. In accepting a stall allocation at Track, trainer agrees to provide Workers Compensation coverage to all employees.**
8. *In consideration and as a condition for permission to stable at Track's stalls for the purpose of racing horses, Trainer agrees to all provisions set forth as a part of these terms and conditions and as follows: (A) abide by all rules of Track. (B) To vacate the stalls and move all horses, equipment and personnel off the premises of the Track within three (3) days after being requested to do so. (C) That the Track shall not be liable or responsible for any injury or loss suffered in any manner by or to the horse or horses or equipment or personnel of Trainer while on or off the Track premises or while being transported in any manner on or off the premises, whether caused by condition of the premises, by negligence, or otherwise. (D) To save and hold Track free and harmless from all losses, expenses, costs, damage, liability or attorney's fees which may be asserted against by the undersigned or by any other person or persons, whether or not employees, agents or invitees of trainer by reason of or arising out of the stabling and/or action of horses of trainer or trainer or trainers at Turf Paradise, or other approved stables, or by reason of any conduct or negligence of trainer or any of trainer's employees or agents. Trainer specifically represents that trainer and all persons for whom Trainer is acting have read and are familiar with the Rules of Racing and the regulations of the Arizona Racing Commission and the race meeting conditions, and agrees to be bound by and comply with the same and with the acts and decisions of the Arizona Racing Commission and the horse racing officials and agrees that all animals shall be subject to the same and to the act and decisions of race officials, and agrees to be bound by all of the terms and conditions hereof and further agrees to abide by the rules and regulations of the Track and to accept the decision of the Stewards as final on all matters pertaining to racing.*
9. In making this application to participate in Thoroughbred/Quarter Horse racing, it is understood that an investigative report may be made whereby information is obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors, or others with whom you are acquainted. This inquiry includes information as to your character, general reputation, personal characteristics, and mode of living, which may be applicable. Trainer has the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation.
10. **TRAINER acknowledges that TRAINER is solely responsible for any worker's compensation insurance for any of Trainer's employees (including but not limited to persons employed to train horses) that is required under Arizona law. TRAINER further acknowledge that none of Trainer's employees are employees of the Track, and such persons are neither hired by the Track nor do such persons provide services to the Track or receive any compensation whatsoever from the Track. Such persons are allowed to come onto the Turf Paradise premises and offer services to trainer on whatever terms such persons and TRAINER negotiate between themselves. TRAINER understands and agrees that any control of such persons as to any aspect of their work is under Trainer's sole control and none of said control is held or retained by the Track and such work by such persons is not in any manner the responsibility of Track. By accepting and occupying stalls, trainer acknowledges that each person employed by trainer is subject to the minimum wage and hour rules of the United States Department of Labor and the laws and rules relating to employees enacted by the State of Arizona and any and all applicable local laws and rules. Trainer further acknowledges that trainer is responsible for maintaining all required employee records and for complying with the federal laws and rules relating to old age and survivors benefit insurance (Social Security Insurance) and Arizona and Federal laws and rules relating to unemployment insurance and compensation.**

**THIS IS A RELEASE OF LIABILITY AND IMPOSES SPECIFIC REQUIREMENTS
RELATING TO OCCUPANCY OF STALLS - READ BEFORE SIGNING.**

Signed By Trainer _____ Dated _____

ASSUMPTION OF RISKS AND WAIVER OF LIABILITY RELATED TO COVID-19

Declaration and Agreement

I desire to participate at my own risk in Thoroughbred horse racing/betting and/or training activities at Turf Paradise (and its programs and the programs of T.P. Racing L.L.L.P.). T.P. Racing L.L.L.P. has put in place preventative measures at Turf Paradise to reduce the spread of the novel coronavirus/SARS-CoV-2 (“COVID-19”) and the inherent risks and dangers associated therewith. However, T.P. Racing L.L.L.P cannot guarantee that those participating in horse racing/betting and/or training activities at Turf Paradise will not become exposed to and/or infected by COVID-19.

I have been informed and fully realize that COVID-19 is extremely contagious and that it is spread mainly from person-to-person contact. Therefore, my participation in horse racing/betting and/or training activities at Turf Paradise includes the possible exposure to and illness from COVID-19. [REDACTED] (initials showing understanding and agreement).

However, I knowingly and willingly wish to participate in one or more such Thoroughbred horse racing/betting and/or training activities and assume all such inherent risks and dangers for myself related to the exposure to and infection which can be caused by COVID-19. I waive my right to make a claim or pursue an action and agree to hold harmless anyone affiliated with Turf Paradise (including but not limited to T.P. Racing L.L.L.P) for any injury to myself, including claims arising from the negligence of anyone affiliated with Turf Paradise (including but not limited to T.P. Racing L.L.L.P) related to the presence or contraction of COVID-19. [REDACTED] (initials showing understanding and agreement).

By signing this agreement, I acknowledge the contagious nature of COVID-19 and the risks of becoming exposed to or infected by COVID-19 while at Turf Paradise and its programs. I voluntarily assume all risks related to my potential exposure to or contraction of COVID-19 and the related injury or harm which may result from my participation in activities at Turf Paradise (and its programs and/or the programs of T.P. Racing L.L.L.P.). In assuming these risks, I understand that these risks could lead to personal injury, illness, permanent disability, or death caused by COVID-19, and that these consequences could result from the actions, omissions, or negligence of myself and others, including, but not limited to, employees, volunteers, or other members of the racing staff, horse owners, betters/punters/patrons, visitors or guests.

I voluntarily agree to assume all of the foregoing risks related to COVID-19 exposure or infection and accept sole responsibility for any such injury to myself (including, but not limited to, personal injury, disability, or death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at Turf Paradise (and its programs and the programs of T.P. Racing L.L.L.P.) or participation in its activities (“Claims”). On my behalf, I hereby unconditionally release, covenant not to sue, discharge, and hold harmless Turf Paradise, its owners (including but not limited to T.P. Racing L.L.L.P.), employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or related to the presence of or infection caused by COVID-19.

As a condition precedent to my being permitted to engage or participate, I hereby forever unconditionally release, acquit, discharge, indemnify, and hold harmless Turf Paradise, its owners (including but not limited to T.P. Racing L.L.L.P.), agents, officers, and employees from any and all causes of action related to the exposure to or infection caused by COVID-19, including personal injury, illness, death, and property damage, costs, charges, claims, demands and liabilities of whatever kind, name or nature in any manner as a result of my involvement in activities at Turf Paradise.

In the event any provision or part of this agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

This agreement shall be governed by and its provisions construed and enforced in accordance with the laws of the State of Arizona.

To the fullest extent permitted by applicable law, the parties hereby waive any right to a trial by jury with respect to any suit, action or proceeding relating to or arising from the agreement.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL COVID-19-RELATED CLAIMS.

Signature of Visitor/Participant

Date

Printed name of Visitor/Participant