

HOLLYWOOD Gaming

DAYTON RACEWAY

Application for 2024 Ship-In and Racing Privileges

September 24 – December 30

Post Time 4:00 p.m.

Submit completed applications to:

Hollywood Gaming at Dayton Raceway

Attn: Jason Bluhm, Director of Racing

777 Hollywood Blvd.

Dayton, OH 45414

(937) 235-7860

Jason.Bluhm@pennentertainment.com

For Office use Only

Approved _____

Denied _____

<u>Horse Name</u>	<u>Age</u>	<u>Gait</u>	<u>Class</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

****Note – 45-day qualifying rule in effect****

Additions or changes to this application must be made to the Racing Secretary at Dayton Raceway.

Trainer Name: _____ Cell Phone* # () _____

OSRC License # _____

Address: _____ City: _____ State: _____

E-Mail Address: _____

***The Race Office will be using a text messaging system for notifications. Please sign up for this messaging service.**

TRAINER SIGNING BELOW MUST ACKNOWLEDGE AND RESPOND:

- 1. All horses listed on this application are and remain under the complete care, management and responsibility of the Trainer. Agreed: _____ (initial)
- 2. Since January 1, 2019, has Trainer had a horse scratched or penalized due to a high pre-race or post-race blood gas or TCO2 reading or high cobalt reading? Circle one: Yes No
- 3. Since January 1, 2019 has Trainer been charged with any other racing medication violation or any other rules violation that carried a penalty of more than 15 days or \$1000? Circle one: Yes No
- 4. Has Trainer ever been arrested or convicted of a racing-related crime, or arrested/convicted in relation to any conduct that occurred on or off the grounds of any racetrack or been denied racing privileges at any racing association or has a license denied or revoked by a racing commission in any jurisdiction? Circle one: Yes No

If the answer to any of Questions 2-4 is YES, please attach additional documentation explaining the response.

For ALL personnel who will be working for Trainer at Dayton Raceway at any time, please provide the following:

Name	Position	OSRC License #
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: The Racing Office must be advised of any changes to this personnel roster prior to additional personnel working at Dayton Raceway

PLEASE READ ALL TERMS AND CONDITIONS CAREFULLY

In consideration of the privileges of paddock space being allotted to Trainer by Dayton Real Estate Ventures, LLC ("Dayton"), as well as entry in any races, the Trainer signing below agrees, for him/herself and with respect to all of the horses, owners of horses, guests and personnel named above, to accept and be bound by the terms and conditions set forth below. Any failure to observe the requirements set forth above and below will subject Trainer to immediate termination of paddock and racing privileges, and removal from Dayton property, in addition to any other rights and remedies provided at law or in equity.

Terms and Conditions

- 1. Trainer acknowledges that Dayton reserves the right, at its sole discretion and without notice at any time: a) to refuse paddock space or access to any applicant for any reason; b) to revoke and terminate any privileges for paddock space at Dayton; c) to refuse permission to enter and to race horses at Dayton; and d) to refuse to any person or animal (whether or not listed on any application) access to the Dayton paddock or racing areas or any other grounds of Dayton for any reason.
- 2. Trainer agrees that, prior to entering any horse for racing at Dayton, Trainer will furnish results of a current negative Coggins test, and other equine health related documentation that may be requested by Dayton from time to time, to ensure the safety of all race participants.
- 3. Trainer represents that every horse being entered to race or qualify by Trainer will have a valid electronic eligibility certificate through the U.S. Trotting Association (USTA) before being entered.
- 4. Trainer agrees that passes issued by Dayton are for the personal use of the pass holder and are not transferable and valid only for the period(s) as designated by Dayton.
- 5. Trainer may utilize only the stalls designated by Dayton. Trainer is responsible for maintaining designated paddock space in good and clean condition, and for costs to repair any damage caused by Trainer, Trainer's personnel, owners, guests or horses.
- 6. Trainer agrees to be governed by and to obey the rules of racing of The Ohio State Racing Commission (OSRC), the USTA and, while on Dayton premises, the rules and regulations of Dayton. Trainer and his/her personnel (and owners) are subject at all times to the Penn National Gaming, Inc. Racing Guide (as adopted by Dayton) and any local guide and regulations promulgated and amended by Dayton from time to time. Trainer is responsible for learning and complying with all of these applicable rules and for ensuring compliance by all of Trainer's personnel, owners and guests.
- 7. If Trainer or any of Trainer's personnel plans to exercise, train or race a horse on the racetrack, each must agree to and sign the Dayton **"Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement."** The completed agreement must be filed with the Racing Office prior to any use of the Dayton track.
- 8. Trainer acknowledges and accepts that activities associated with training or racing, or any other equine-related activities occurring at Dayton, are inherently risky. Risks include permanent injury and even death. Trainer agrees that he or she is assuming the risk of participating in such activities, and Dayton bears no responsibility or liability for injuries arising out of activities at Dayton.
- 9. Trainer agrees to indemnify and hold Dayton and its affiliated companies (including parent and subsidiary companies), and all of their members, landlords, directors, officers, shareholders, agents and employees ("Dayton Affiliates") harmless from all losses, costs, damages, liabilities, expenses (including reasonable attorney's fees and expenses of any nature), due to or arising out of or in connection with Trainer's activities at Dayton, or arising in connection with any acts, conduct or negligence of Trainer, his or her employees, owners, guests or persons or animals under his or her charge or control. Trainer releases Dayton and Dayton Affiliates from and against all claims of injury or loss by or on behalf of Trainer, his or her employees, owners, guests or any persons under his or her charge or control.
- 10. Trainer acknowledges that private veterinarians, other than the designated Lasix veterinarian, are not permitted to practice on the grounds of Dayton unless approved in advance by the Racing Secretary. All Lasix administration for pari-mutuel races and other races as designated by the Racing Office or Racing Commission must be done on-site and by the Dayton-designated Lasix Veterinarian. **NO EXCEPTIONS.** Qualifiers do not require on-site Lasix administration.
- 11. Only individuals aged 14 or older, licensed by the Ohio Racing Commission, who have an interest in a horse competing on that race date, may enter the paddock area of Dayton. OSRC licenses must be available at all times and subject to inspection.
- 12. Trainer must show proof of Workman's Compensation insurance as required by the OSRC covering every individual named on this application or working for Trainer.

I have read and understand the Terms and Conditions above. By signing below, I request the use of paddock space and racing privileges at Dayton—and I agree to comply with and be bound by the terms and conditions set forth above, and to ensure compliance on behalf of all persons who are named in this application or who are signed into the paddock area at Dayton under my name. Any false or misleading information provides herein will result in loss of all paddock space and racing privileges at Dayton.

TRAINER: (Print Name): _____ SIGNATURE: _____ DATE: _____

Entering of any race (including qualifiers) or use of paddock space is not permitted until this application is approved in writing on page 1 above.