

**APPLICATIONS CLOSE
TUESDAY, OCTOBER 1
2024 BING CROSBY SEASON**



**BING CROSBY SEASON
THURSDAY, OCT. 31 - DEC. 1, 2024
PHONE (858) 792 - 4230**

RETURN APPLICATIONS TO:
**Attn: RACING OFFICE
DEL MAR THOROUGHBRED CLUB
P. O. BOX 700, DEL MAR, CA 92014
EMAIL DAVID@DMTC.COM FAX (858) 794-1049**

**PONY STALL APPLICATION
ALL INFORMATION MUST BE FILLED OUT COMPLETELY**

DO NOT WRITE IN THIS SPACE	NAME OF HORSE (NICKNAME)	SEX	YEAR FOALED	COLOR	MORNING USE	AFTERNOON USE	TRAINERS THAT USE YOUR SERVICES
	1.						
	2.						
	3.						
	4.						
	5.						
	6.						
	7.						
	8.						
	9.						
	10.						
	11.						

Must be signed on reverse side.

Pony Person _____

(APPLICATIONS MUST BE SIGNED BY PONY PERSON)

Cell Phone _____ CHR B License No. _____

Veterinarian _____

DEL MAR THOROUGHBRED CLUB STALL APPLICATION CONDITIONS APPLICABLE TO OCCUPATION OF STALL SPACE AT DEL MAR RACE TRACK

As part of this Pony Stall Application process and in consideration to receiving a revocable and temporary privilege to enter upon and use pony stabling amenities at the Del Mar Race Track, Applicant agrees to the following terms and conditions:

1. The decision to grant or deny this application is at the sole discretion of Del Mar Thoroughbred Club ("DMTC"), and DMTC reserves the right without notice to the Applicant to deny this application for stable space in whole or in part. DMTC's decision to exercise its rights under this Section shall not be made in an arbitrary or capricious manner. For purposes of clarity, a decision by DMTC shall not be considered "arbitrary and capricious" if it is supported by any rational basis at the time the decision was made.
2. Applicant has inspected the stalls at the Del Mar Race Track and is familiar with them and agrees to accept any stalls assigned pursuant to this application. Such stall shall be made available to Applicant in an appropriate condition for stabling.
3. Applicant has requested from DMTC the privilege to stable a pony or ponies at the Del Mar Race Track for the purpose of providing services to, and at the request of, trainers and owners licensed by the California Horse Racing Board. Applicant acknowledges that Applicant's presence on the grounds of the Del Mar Race Track and/or use of stall(s), if granted, would occur pursuant to a revocable privilege extended by DMTC. Applicant expressly agrees that no lease rights or obligations are created, whether express or implied, as a result of this application.
4. Applicant agrees to vacate any stalls assigned at the Del Mar Race Track and to remove all horses, equipment and personnel from the premises of the Del Mar Race Track within three (3) days after being requested to do so. However, DMTC's decision to exercise its rights under this section shall not be made in an arbitrary or capricious manner, as defined in Section 1.
5. Applicant represents that he/she has read and is familiar with the Rules of Racing and Regulations of the California Horse Racing Board, all conditions applicable to the racing meet identified on the face of this application, and the rules of DMTC which shall be published from time to time in the condition book(s), and agrees to be bound by and comply with the same. Applicant understands that the California Horse Racing Board may be represented by the Board of Stewards who have the authority, under the racing rules, to issue orders concerning Applicant. All stable reservations shall be subject to all conditions, rules, and regulations of the California Horse Racing Board and DMTC. All references herein to Applicant shall include Applicant's horses, equipment, agents, or employees.
6. Applicant shall maintain an accurate Stable Employee Registration List and shall submit a copy thereof to DMTC.
7. DMTC will, notwithstanding any insurance coverage it maintains, in no event be considered to have responsibility for the care, custody, or control of horses kept at the Del Mar Race Track while in assigned stalls or on the training track or any racing surface, or elsewhere. Applicant assumes full responsibility for the safety and well-being of all horses stabled by Applicant at the Del Mar Race Track, and agrees to take all reasonable measures for the protection of such horses, including providing adequate supervision for such animals while on the premises, hiring competent personnel to take care for such animals at all times, cleaning and maintaining stalls assigned pursuant to this application, and removing any hazardous condition from such stalls which is known to Applicant or their employees, or if Applicant believes that such condition should be remedied by DMTC, promptly calling to the attention of DMTC in

writing any such hazardous condition. Applicant further agrees to properly supervise all their employees, agents, their express invitees, and other persons known to them to be in the area assigned to them pursuant to this application, and hereby acknowledges that they are responsible for the conduct of their employees, agents, and express invitees, and that DMTC has no obligation to remedy any condition on the premises which may be caused by the negligence of or willful conduct of Applicant or any such employees, agents, or express invitees, unless it has prior written notice of the existence of such condition and has had a reasonable opportunity to repair such condition. Applicant agrees to be responsible and pay DMTC for any damage to tack rooms assigned to Applicant caused by Applicant, Applicant's employees, agents, or invitees. DMTC shall inspect the smoke detectors in the living quarters and shall make all necessary repairs. Notwithstanding the foregoing, Applicant or Applicant's employee or agent shall notify DMTC if the smoke detector battery is low and needs to be replaced. DMTC shall be responsible for making all necessary repairs to or replacing said smoke detectors. DMTC shall inspect the sprinklers located in the stalls and shall make all necessary repairs.

8. ASSUMPTION OF RISK. APPLICANT ACKNOWLEDGES THAT PARTICIPATING IN THOROUGHBRED HORSERACING, IN ANY CAPACITY, AND TRAINING AND CARING FOR, AND WORKING WITH HORSES ARE INHERENTLY DANGEROUS ACTIVITIES AND KNOWINGLY, VOLUNTARILY, AND EXPRESSLY ASSUMES ALL RISKS AND DANGERS, KNOWN AND UNKNOWN, ASSOCIATED WITH THE FOREGOING.
9. BODILY AND PROPERTY INJURY RELEASE OF LIABILITY. APPLICANT FOREVER WAIVES, RELEASES, DISCHARGES, HOLDS HARMLESS, AND COVENANTS NOT TO SUE DMTC AND THE 22ND DISTRICT AGRICULTURAL ASSOCIATION (THE "DISTRICT"), AND THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (THE "RELEASED PARTIES") WITH RESPECT TO ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, OR DEMANDS OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, ANY INJURY—KNOWN OR UNKNOWN—TO APPLICANT'S PERSON (WHICH INCLUDES, WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND EXPOSURE TO OR CONTRACTION OF COVID-19 OR OTHER COMMUNICABLE DISEASE) OR PROPERTY, WHETHER CAUSED, IN WHOLE OR IN PART, BY THE SOLE, JOINT, OR COMPARATIVE PASSIVE, ACTIVE, OR AFFIRMATIVE NEGLIGENCE, OR STRICT LIABILITY, OF THE RELEASED PARTIES OR OTHERWISE WHILE APPLICANT IS: (I) IN, UPON, OR ABOUT THE RACETRACK; (II) USING ANY RELEASED PARTIES' FACILITIES, SERVICES, OR EQUIPMENT; OR (III) PARTICIPATING IN, OR OBSERVING, THOROUGHBRED HORSE RACING OR ANY ACTIVITY ASSOCIATED WITH THOROUGHBRED HORSE RACING.
10. Applicant shall not directly or indirectly participate in the transport of any horse from the Del Mar Race Track to either a slaughterhouse or an auction house engaged in selling horses for slaughter.
11. Stalls occupied by horses shall not be padlocked at any time. Tack room must not be locked when occupied. Applicant or one of their employees shall have a presence in the barn at all times that there are one or more horses in the barn. DMTC may enter and search living quarters so long as it has reasonable cause to believe that there is an activity taking place that is criminal, or a threat to the health or safety of other occupants of living quarters or a threat to the health or safety of the horses. DMTC agrees to notify Applicant within 24 hours of any such entries.
12. In making this application for stalls or to otherwise participate in thoroughbred racing, it is understood that a background report

may be made whereby information is obtained through personal interviews with third parties.

13. Applicant acknowledges and agrees that this stall application in no way creates an employment relationship in any capacity between Applicant and DMTC and that Applicant does not work for or on behalf of DMTC. Applicant further acknowledges and agrees that DMTC does not: (a) hire Applicant; (b) determine if or when Applicant will work, and if Applicant does work, for how long Applicant will work; (c) set, negotiate, or control Applicant's rate of pay; (d) set Applicant's working conditions; (e) supervise Applicant's work; (f) instruct Applicant on how to perform Applicant's work; and (g) does not have the ability to fire Applicant. Other than this stall application for stall space, DMTC and Applicant agree that there is no relationship of any nature or kind between DMTC and Applicant. Applicant acknowledges that Applicant's stable personnel are employees of Applicant, and that no employment relationship exists between such stable personnel and DMTC. Applicant agrees that Applicant's stable personnel shall be covered under the prevailing and applicable statutory employee benefit programs such as Workers' Compensation, Disability, Unemployment, Social Security, and the like, and at Applicant's sole cost and expense—since such stable personnel are employees of Applicant and not DMTC. Additionally, Applicant shall be responsible for complying with all OSHA regulations as they may pertain to Applicant's employees. Without limiting the generality of the preceding set forth in this Section, Applicant shall be responsible, at its sole cost and expense, for complying with all laws applicable to Applicant as the employer of Applicant's employees. Applicant agrees to indemnify and hold harmless DMTC, the District and their respective affiliates against any and all claims, liabilities, costs, losses, damages and attorneys' fees incurred by reason of the negligence of Applicant or his/her agents, employees and invitees, or arising out of any failure to comply with applicable law.
14. A public or private auction of a horse shall not be noticed, advertised, nor conducted on the grounds of the Del Mar Race Track unless written consent is first obtained from DMTC, which consent will not be unreasonably withheld if in the sole judgment of DMTC, the seller has taken reasonable steps to insure the safety of the public, patrons, and backside personnel and the auction does not interfere with the orderly course of racing, training, or the business of DMTC.
15. Every horse within the enclosure and every horse at a DMTC auxiliary training facility is subject to out-of-competition testing (OOCT) by DMTC veterinary professionals and no owner, trainer, or other person having the care of a horse shall refuse to submit such for testing.
16. If any horse is granted stall space pursuant to this stall application and such stall space is granted at another training facility (i.e., not at the Del Mar Race Track), then the provisions of this application shall also apply to such other facility.
17. In order to assure the protection of the public, to maintain and encourage confidence in the integrity of horse racing, and to safeguard the health and safety of human and equine participants, Applicant acknowledges that Applicant and Applicant's agents, employees, representatives, stable personnel, and affiliates have no expectation of privacy with respect to stalls and appurtenant facilities provided by DMTC, other than living quarters. DMTC specifically reserves the right to at any time conduct searches of all stall areas, including offices, and tack rooms assigned to Applicant.

*** EACH APPLICATION
MUST BE SIGNED
SEPARATELY**

THIS IS NOT A LEASE OF SPACE BUT IS MERELY A REVOCABLE LICENSE OR PERMIT ON THE TERMS OUTLINED

PONY PERSON SIGNATURE* _____