



DEADLINE TO SUBMIT STALL APPLICATION: Monday, March 10, 2025

	NAME OF HORSE	SEX & AGE	OHIO FOALED (Y-N)	DATE of LAST RACE	NAME OF OWNER(S)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					

Stall Eligibility Requirements

- The granting of stall space at Thistledown is for the purpose of assuring the availability of horses that, in the sole opinion of Thistledown Management, will produce the best race meet. Stalls on Thistledown's premises are offered solely as an accommodation to owners or trainers that race exclusively at race meets conducted by Thistledown. For each race meet, Thistledown will receive far more applications for stall space than it can physically accommodate. Therefore, some requests will be denied or only approved in part. Applicant understands and agrees that the granting or denial of stall space is at the sole and absolute discretion of Thistledown Management, subject to the applicable provisions of the Agreement between Thistledown and the Horsemen's Benevolent and Protective Association — Ohio Division, Inc.
- Horses which have not finished 1st, 2nd, 3rd, or 4th for \$5,000 or less in their last (6) starts will not be eligible for stalls.
- Maidens over five-years-old will only be considered for stall space at the discretion of the Racing Secretary.
- You must be in good financial standing with Racing Office and all backside vendors to be considered for stalls.
- All horses (including ponies) must have a negative Coggins test certificate dated within the past (12) months, Health Certificates dated within the past (5) days, proof of an influenza and equine herpes vaccination within the last 10 to 180 days, and proof of Eastern Equine Encephalitis, Western Equine Encephalitis, West Nile Virus, Rabies, and Tetanus vaccination within the previous (12) months.
- Proof of Workers' Compensation and other required insurance MUST ACCOMPANY the submission of this Application.
- No trainer shall ship-in until verification of stall assignments have been issued. Only horses with assigned stall space will be allowed to enter stable area. No substitution of horses is allowed without prior notice to Racing Office.
- Stall space is provided strictly for the race meeting identified on the face of this Stall Application.
- No stalls are to be used as feed rooms without permission from the Stall Superintendent.
- No foals of 2024 may be stabled on Thistledown's premises.
- No dogs allowed in restricted areas which include, but are not limited to, Barn Area, Indoor & Outdoor Paddock Areas, and Winners' Circle.
- ALL HORSES ON PROPERTY MUST BE UNDER THE CARE OF AN ATTENDING VETERINARIAN _____
 (List Attending Veterinarian)

ATTENTION HORSEMAN: THIS APPLICATION MUST BE COMPLETELY FILLED OUT AND SIGNED OR IT WILL BE RETURNED. BY SIGNING, APPLICANT HEREBY AGREES ON BEHALF OF APPLICANT AND APPLICANT'S EMPLOYEES, AGENTS, INVITEES, JOCKEYS, AND/OR MEMBERS OF THE RESPECTIVE FAMILY, PROPERTY, AND/OR ANIMALS OF EACH OF THEM (COLLECTIVELY WITH APPLICANT, THE "APPLICANT PARTIES") TO ABIDE BY ALL TERMS AND CONDITIONS CONTAINED HEREIN.

MAIL TO: Thistledown Racing Office
 21501 Emery Road
 Cleveland, Ohio 44128

Cleveland Area Dial:
 Office: (216) 438-6840
 Fax: (216) 438-6832

 Signature

 Print Name

 Address

 City, State, Zip

 Date

 Phone 1

 Phone 2

 Email

TERMS AND CONDITIONS

Absolute Right to Exclude and Ban

Thistledown shall have at all times and in its sole and absolute discretion the incontestable right to exclude and ban—with cause or without cause, and with or without notice—any and all persons and horses from Thistledown's premises. Applicant expressly understands and agrees, on behalf of Applicant and Applicant's employees, agents, invitees, jockeys, and/or members of the respective family, property, and/or animals of each of them (collectively with Applicant, the "Applicant Parties"), that Thistledown possesses such right and may exercise such right.

Anti-Slaughter Prohibition

Any trainer or owner stabling a horse at Thistledown who directly or indirectly is part of the transport of a horse from Thistledown to a slaughterhouse or an auction house who sells horses for slaughter will be prohibited from having any stalls at Thistledown. This policy also applies to any action(s) related to transporting a horse from Thistledown to a facility whose intended result is the horse's slaughter.

Possession and Custody; No Affiliation with Thistledown

Possession and custody of horses stabled on Thistledown's premises is vested solely in the owner and/or trainer; no relationship of bailor/bailee exists between Thistledown and such owner or trainer. Applicant acknowledges that Applicant is solely responsible for the care, feeding, protection, and acts of the horses in Applicant's care or custody. Horses claimed by, or transferred or sold to, any person or stable that has not been allotted stalls at Thistledown must be removed from the grounds within twenty-four (24) hours after they are claimed, transferred, or sold unless their continued presence is approved by Thistledown.

Multiple Trainers; Stabling and Training Rules

Owners shall not utilize more than two trainers stabled on Thistledown's premises without having obtained the prior written consent of the Racing Secretary. Training on the Thistledown track will be allowed only at such times and in accordance with any instructions regarding training activities as may be determined by Thistledown. Applications for stall allocations are received only with the understanding that Thistledown reserves the right to refuse, cancel, or revoke any stall application or the transfer thereof for any reason and without notice to trainer.

Authority to Search

Applicant acknowledges that pursuant to Ohio Administrative Code 3769-2-01, security officers are authorized to search any stall, tack room, dorm room, and feed room assigned to Applicant. This includes all vehicles (while on Thistledown's premises) of the Applicant or any of the Applicant Parties who are persons licensed by the Ohio State Racing Commission ("OSRC").

Hazards and Risks of Injury

Applicant understands and acknowledges that in connection with the use of Thistledown's premises for activities arising from or related to thoroughbred horseracing (the "Activities"), there may be known and unknown hazards, dangers, and risks that could result in property damage, bodily injury, illness (including but not limited to MERS-CoV, SARS-CoV, SARS-CoV-2, COVID-19, or any mutation thereof), pain, suffering, disfigurement, disability, paralysis, psychological injury, economic losses, emotional distress, or death and serious risks of injury or death to the Applicant Parties. **Despite this knowledge of the scope, nature, and extent of the risks and dangers associated with the Activities, Applicant expressly and voluntarily accepts and assumes all risks and dangers of the property damage, bodily injury, illness, death, and any other damages, losses, or liabilities that Applicant and any of the Applicant Parties may sustain or incur as a result of any of the Activities.**

Investigative Report

Applicant understands that Thistledown may request, procure, and use an investigative report whereby information is obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors, or others with whom Applicant is associated. This inquiry may include information as to the Applicant's character, general representation, personal characteristics, and mode of living. Applicant has the right to request in writing within a reasonable period of time a complete and accurate disclosure of additional information concerning the nature and scope of the investigation.

Damage

Applicant shall be responsible for any damage to and/or misuse of stalls, feed room, dorm rooms, and tack rooms assigned to Applicant for the use of Applicant's employees while on Thistledown's premises. Applicant shall keep the area adjacent to Applicant's assigned barn and/or stalls clean and in good order. Applicant acknowledges and agrees that Applicant is responsible for and will promptly pay for all damages to sleeping quarters, tack rooms, stables, barns, and stalls, excluding normal wear and tear, caused by Applicant or any of the Applicant Parties. Applicant further agrees to promptly pay a security deposit—in an amount determined solely by Thistledown—for such damages upon arrival at Thistledown.

Licenses and Regulatory Conditions

Applicant shall comply with all applicable laws and regulations and shall abide by the rules and regulations of the OSRC and of Thistledown, including, but not limited to, these terms and conditions. Applicant shall abide by any decision of the OSRC, the Stewards and/or Thistledown with regard to disputes, claims, and objections on all matters pertaining to racing, including the provisions of this Agreement. Applicant warrants that Applicant and each of Applicant's employees are licensed by the OSRC, have been fingerprinted, and that each of them shall have a validated picture license worn on their person at all times while on Thistledown's premises.

COVID-19 Safety Protocols

Applicant agrees to fully comply, and to make all reasonable efforts to ensure that all Applicant Parties fully comply, with all applicable federal, state, and local laws, rules, regulations, orders, and guidelines relating in any way to MERS-CoV, SARS-CoV, SARS-CoV-2, COVID-19, or any mutation thereof (collectively, the "COVID-19 Protocols"). Applicant also agrees to cooperate with Thistledown in ensuring or facilitating full compliance with all COVID-19 Protocols, including but not limited to promptly providing documents or information to Thistledown upon request.

Waiver, Indemnification, and Release of Liability

Applicant, on behalf of Applicant and all other Applicant Parties, agrees to and shall release, defend, indemnify, and hold harmless Thistledown, Thistledown PropCo LLC, and each of their parent companies, subsidiaries, affiliates, successors, permitted assigns, and each of their principals, owners, members, directors, officers, lessors, contractual indemnitees, employees, agents, representatives, licensees, and customers (collectively, the "Thistledown Parties") from and against all losses, costs, damages, claims, liabilities, fines, penalties, and expenses (including attorneys' and other professional fees and expenses, and court costs, incurred in connection with the investigation, defense, and settlement of any claim asserted against any Thistledown Parties) which any of the Thistledown Parties may suffer or incur in whole or in part arising out of or in any way related to Applicant, the presence of Applicant Parties on Thistledown's premises, and/or the actions or omissions of any Applicant Party, including but not limited to those which arise from or relate to any of the following: (a) any loss, damage, death, or physical or emotional injury of any kind to any Applicant Party or any third party, regardless of whether such loss, damage, death, or physical or emotional injury is caused by the condition of the Thistledown premises and/or any negligence or fault of any Thistledown Parties, any Applicant Party's acts or omissions, or from any other cause; (b) any Applicant Party's failure to obtain and maintain all required licenses, permits, and approvals of government authorities to perform the duties herein; (c) any claim by any individual retained or employed by any Applicant Party related to allegations of unpaid wages owed to any said individuals or agents or any third party; (d) any Applicant Party's or third party's actual, potential, or alleged exposure to, or transmission or contraction of, MERS-CoV, SARS-CoV, SARS-CoV-2, COVID-19, or any mutation thereof; (e) any Applicant Party's failure to comply with any COVID-19 Protocols; (f) any fines or penalties levied against Thistledown or any other Thistledown Party as a result of the failure of Applicant to comply with the Licenses and Regulatory Conditions provision of this Agreement; or (g) any Applicant Party's breach of any other term of this Agreement. Thistledown shall be entitled to control the defense of any action indemnified hereunder, with legal counsel of its own choosing. Applicant agrees that this Waiver, Indemnification, and Release of Liability provision shall survive termination of this Agreement.

Insurance

Before Applicant's horses or employees arrive on Thistledown's premises, Applicant shall obtain and thereafter maintain in full force and effect with insurers acceptable to Thistledown, at a minimum, insurance coverage as follows: (a) workers' compensation coverage for all stable employees and other labor in accordance with all statutory requirements of the State of Ohio; and (b) employer's liability insurance. Applicant agrees that anyone it employs or engages to provide services hereunder is the Applicant's sole responsibility and they shall not be considered employees or agents of Thistledown. Applicant agrees to provide Thistledown's Racing Office with certificates of insurance for each of the above required policies before Applicant or Applicant's horses or employees arrive on Thistledown's premises, and to provide no later than June 20th an updated certificate of insurance for the workers' compensation coverage period beginning during the live racing season on July 1st. Applicant also agrees to promptly provide upon Thistledown's request copies of such insurance policies. Applicant's obligations to defend, indemnify, and hold harmless the Thistledown Parties as set out in this Agreement shall not in any manner be limited or modified by these insurance requirements. With the exception of workers' compensation coverage obtained through the State of Ohio, Applicant shall ensure that the insurance policies specified above shall: (a) name Thistledown, Thistledown PropCo LLC, and each of their parent companies, subsidiaries, affiliates, successors, permitted assigns, officers, directors, managers, agents and employees as additional insureds up to the full dollar limits of each policy; (b) waive any right of subrogation or any other recovery of any kind against the Thistledown Parties and their insurers; (c) provide that such insurance is primary, and any similar insurance in the name of or for the benefit of any of the Thistledown Parties shall be excess and non-contributory; and (d) provide that the insurance policy shall not be subject to cancellation, termination, or material change except after thirty (30) days' prior written notice to Thistledown (10 days' notice for non-payment of premium).

Advertising Rights

Applicant agrees that Thistledown may televise or authorize or license the televising of horse racing conducted at its racing facility and accordingly it hereby reserves television rights, whether in connection with any race, preparation therefore, or ceremonies or proceedings thereafter, or training at Thistledown. This Agreement is made and executed on the conditions that, if required, consent is hereby given by Applicant, including a rider and/or jockey contracted by the owner or trainer to ride; and the owner, trainer, groom, jockey, and all other employees of the owner coming within view of the television picture hereby agree to sign and deliver releases to Thistledown upon demand permitting such television and the exhibition thereof. However, nothing contained herein is intended to relate to those rights governed by the Interstate Horse Racing Act of 1978. This authorization shall also apply to radio broadcasting and still photography.

Violations and Sanctions

If Applicant or any Applicant Party violates the terms and conditions set forth herein, or of any rules and regulations posted by Thistledown, Thistledown reserves the right, in its sole, absolute, and incontestable discretion and without prior notice, to exercise any or all of the following rights: (a) revoke any or all of the stabling privileges of Applicant (including stable privileges on Thistledown's premises for all horses in the care or custody of Applicant, regardless of which horses race exclusively at race meetings conducted by Thistledown) during the term of the current race meet; (b) refuse to grant any future stabling privileges to Applicant; (c) refuse any entry or revoke the acceptance of any entry of any horse by Applicant in any race during the current race meet; (d) refuse the transfer of any entry by Applicant during the current race meet; (e) charge Applicant for all costs incurred by Thistledown in connection with the stabling on Thistledown's premises of the horses in Applicant's care or custody during the current race meet; (f) revoke Applicant's privileges regarding Thistledown or Thistledown's premises; and/or (g) take any other appropriate action as determined solely by Thistledown. If Applicant is a trainer, none of the foregoing actions will be taken against any owner who, at the time, had horses with Applicant if the owner's horses were not involved in the activity giving rise to the violation and if such owner is no longer utilizing Applicant's services.

Termination of Use

Applicant shall be required to vacate all stalls allotted to Applicant and to move all horses, equipment, and personnel from Thistledown's premises: (a) upon three (3) days' notice from Thistledown for any reason, with or without cause; (b) within twenty-four (24) hours of a horse being sold or transferred to any person or entity that is not registered for racing at Thistledown unless said sale or transfer of ownership is approved by Thistledown; or (c) within seven (7) days after the conclusion of the 2024 race meet. Failure of Applicant to comply with the terms of this provision may result in Thistledown, at its option, having the horse(s) removed from Thistledown at Applicant's expense.

Governing Law; No Party Deemed Drafter; Severability; No Waiver of Rights

This Agreement shall be governed and interpreted by the laws of the State of Ohio, without regard to conflicts of law principles. Any legal proceeding or cause of action arising from or related to this Agreement shall be brought exclusively in the United States District Court for the Northern District of Ohio or the Cuyahoga County, Ohio Court of Common Pleas, and each Party irrevocably consents to venue and personal jurisdiction in such court. In the event this Agreement is construed by a court of competent jurisdiction, such court shall not construe this Agreement or any of its provisions against any of the Parties as the drafter. The enforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. Either Party's failure to enforce a right does not constitute a waiver to enforce that same right in a future occurrence.

Representations and Warranties

By signing this application, Applicant represents and warrants that Applicant: (a) has read and understood these terms and conditions; (b) understands and acknowledges the significance and consequences of the specific intention to release the rights, claims, and causes of action as set forth in the Waiver, Indemnification, and Release of Liability provision; (c) is knowingly and voluntarily accepting these terms and conditions without the influence of coercion or duress; and (d) is authorized and has authority to execute this Agreement on behalf of his/her respective entity or as agent therefore.

Assignment

Thistledown may assign any of its obligations, rights, or interests under this Agreement without Applicant's consent. Applicant may not assign or subcontract any of its obligations, rights, or interest under this Agreement without the prior express written consent of Thistledown. This Agreement shall be binding on all successors and permitted assignees of Thistledown and Applicant.

Responsibility for Conduct

Applicant agrees that the Applicant Parties will conduct themselves in a dignified, professional, and lawful manner at all times. Applicant agrees to be responsible for the conduct of each and every one of the Applicant Parties on Thistledown's premises, including (a) any of Applicant's employees; (b) any person in Applicant's charge or control; (c) any person or entity contracting with Applicant; and/or (d) any person to whom a pass is granted on this application. Upon termination or cessation of the employment, control, or contract of any such employee, person, or entity by Applicant, Applicant agrees to promptly deliver to Thistledown for cancellation the pass, if any, of any such person or entity.

Entire Agreement

This Stall Agreement contains the entire understanding and agreement between the Applicant and Thistledown with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings with respect to such subject matter.