



## IMPORTANT READ CAREFULLY

The undersigned hereby states that he/she is either the owner or has full authority from the owner or owners of all horses listed in the instrument to sign same and hereby makes application for stall space and use of the facilities at HAWTHORNE RACE COURSE for the 2024 race meet of SUBURBAN DOWNS, INC, for all said horses, and said Applicant hereby agrees in consideration of the acceptance of this Application and Agreement and the use of said stall space and facilities, on behalf of the owner or owners of all horses listed herein, to the following provisions and conditions:

1. This instrument shall be binding upon the owners and trainer of all horses listed herein and all employees, agents, servants and members of the families thereof, and in every place where the term "Applicant" is used in this entire instrument it shall include and cover all such persons in the same manner as if listed fully at each such place where said term "Applicant" appears.

2. Applicant agrees to file at Racing Secretary's Office upon arrival all registrations for horses in claiming events and claiming authorizations within 24 hours after arrival. Passes issued are only for the persons whose names appear on the passes. Misuse of any pass can result in cancellation without notice.

3. It is agreed that neither SUBURBAN DOWNS, INC. nor the Owners of HAWTHORNE RACE COURSE nor any of their Officers or agents shall be in any way liable for any loss, damage, death or injury of any kind to any person, animal or property arising out of or connected with the presence on or use of the HAWTHORNE RACE COURSE premises by said Applicant and all employees, Agents, drivers, members of the families, property and animals of said Applicant, whether such injury, loss, death or damage is claimed to be caused by the condition of said premises or any act or negligence or omissions to act of said SUBURBAN DOWNS, INC., or of the owner of the premises, or of their agents or servants or any other cause, and the undersigned Applicant hereby specifically assumes all such risks fully and completely.

4. The undersigned Applicant hereby agrees to indemnify and save harmless said SUBURBAN DOWNS, INC., and the owner of HAWTHORNE RACE COURSE and their respective Officers, employees and agents from any and all liabilities, claims and demands for damages, injuries, deaths or losses or costs or expenses of any kind resulting from or arising out of or claimed to result from or arise out of the presence on or use of said premises at HAWTHORNE RACE COURSE by said Applicant and all employees, agents, drivers, members of the families, property and animals of Applicant and Applicant agrees to defend any claim or suit which may arise from the foregoing and to pay all attorney's fees and costs thereof.

5. Cooking and smoking shall not be permitted in the stable and paddock areas. Electrical or mechanical devices such as refrigerators, walkers, etc., need prior approval.

6. SUBURBAN DOWNS, INC. reserves the right to decline stall space and to have stalls vacated 24 hours after notice to vacate has been received. All owners, trainers, drivers and caretakers are subject to the Illinois statutes, Rules and Regulations of the Illinois Racing Board, and SUBURBAN DOWNS, INC.

7. Money divisions to be determined by TRACK and IHHA.

8. All owners, drivers, trainers, agents, grooms and stable help must be licensed by the Illinois Racing Board. All horsemen must be current with USTA membership to race at Hawthorne.

9. SUBURBAN DOWNS, INC. and HAWTHORNE RACE COURSE reserve the right to refuse admittance or to reject anyone considered undesirable in the best interest of harness racing. Hawthorne Race Course reserves the right to request of any trainer to be stabled on the grounds if there is concern for the best interest of racing. Should the trainer refuse this request, management reserves the right to refuse entries from the trainer.

10. Copies of Workmen's Compensation Insurance Policies from Owners or Trainers must be filed with State Steward's Office to race at HAWTHORNE RACE COURSE.

11. "Applicant on his own behalf and as agent for any horse owner receiving stall space or upon entering horses for racing purposes, agrees that he and his principals shall be bound by all the terms and conditions of any written agreement between the track and the IHHA, 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 principals agree to said contractual agreement although they may not be members of the Association and may not benefit directly or indirectly."

12. **Ban on Horse Slaughter.** Any horsemen stabled at Hawthorne found to have directly sent a horse for slaughter may be subject to the following: loss of stalls at Hawthorne, loss of ability to race at Hawthorne, fine and/or license revocation. Hawthorne requires horsemen to conduct due diligence on those buying horses and encourages them to support horse rescue and adoption efforts. Hawthorne asks that horsemen contact Galloping Out or look to find humane ways of dealing with horses unable to continue racing.

13. Upon vacating stalls, horsemen must remove any bedding in stalls and place in aisleway. Failure to do so will result in \$250 fine. Horses will not be allowed to bed on shavings at Hawthorne Race Course.

SIGNED \_\_\_\_\_

Trainer, Owner OR Driver Applicant