

**CONDITIONS OR PERMISSION TO STABLE HORSES AND/OR  
ENTER HORSES IN RACES AT  
MOHEGAN SUN AT POCONO DOWNS**

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

THE UNDERSIGNED REPRESENTS THAT HE HAS, AS AGENT, THE RIGHT TO MAKE THE BELOW REPRESENTATIONS AND AGREEMENT WITH RESPECT TO EVERY OWNER OF EVERY HORSE LISTED HEREIN, AND THAT EACH SUCH OWNER AND TRAINER WILL BE BOUND HEREBY. AS USED HEREAFTER, "UNDERSIGNED" INCLUDES EACH SUCH OWNER AND TRAINER.

The undersigned, as part of this application for stabling and/or entering any or all of the horses listed on the reverse side in races at Mohegan Sun at Pocono Downs ("MSAPD") for the 2008 racing season, agrees to the following terms and conditions.

1. MSAPD reserves the right to refuse and / or terminate any prior license or permit granted in response to this application for stable space in whole or in part and / or to refuse the acceptance of any entry in any race for any reason or cause and without notice to the undersigned.
2. (A) to abide by all rules of MSAPD pertaining to stabling. (B) To vacate the stalls and move any or all horses, equipment and personnel off the premises of MSAPD within 72 hours after being requested to do so. (C) That MSAPD, its agents or employees, will 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 the undersigned while on or off the premises or while being transported in any manner on or off the premises, irrespective of the cause of such injury or loss. (D) That the undersigned releases MSAPD, its agents and employees from and against all claims for injury or loss by or on behalf of the undersigned. (E) To hold MSAPD, its agents and employees, free and harmless from all loss, cost, damage, liability or expense, including attorneys fees due to or arising out of the stabling and/or action of horses or other animals of or in the charge of the undersigned at MSAPD or by reason of any conduct or negligence of the undersigned or any of the undersigned's employees or agents. (F) The applicant shall enter and race the horses listed hereon, and any added, which have been assigned free stall space by MSAPD, in all races for which they qualify and are eligible unless the Director of Racing shall agree otherwise.
3. No stabling will be permitted and no entry in any race will be received except upon condition that all disputes, claims and obligations 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 Pennsylvania Harness Racing Commission (hereafter "Harness Racing Commission"), the judges of the meeting or MSAPD as the case may be and such decisions upon all points shall be final as against the undersigned except to the extent that the Harness Racing Commission shall permit appeals.
4. In all stakes, acceptances must be made through the entry box by the specified time before the race. Eight separate entries may be required for all overnight events.
5. No dogs allowed in the stable area.
6. The undersigned represents that he and all persons for whom he is acting have read or will familiarize themselves with the Rules of Racing and the regulations of Harness 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 Harness Racing Commission and the horse racing officials, and agrees that all animals shall be subject to the same and to the acts and decisions of race officials.
7. No horse will be permitted to enter the grounds without a negative 2008 Coggins test, proof of rabies vaccination, and health certificate.
8. Each of the undersigned persons hereby consents, both for himself or herself and/or as the duly authorized agent of the owner or owners of a horse racing at MSAPD Race Track, to permit a licensed veterinary to obtain a blood sample in the paddock prior to the race for the purpose of testing such samples before the race. Each of the undersigned persons for himself or herself and/or as the agent for the owner or owners of the horse hereby directs and consents to the scratching of the horse from the race in the event that such test is positive.
9. In order to assist in detection of illegal pari-mutuel betting by racing personnel, effectively prevent the use of improper racing devices, restrict the possession of dangerous weapons on racing premises, control the expanded traffic in unlawful drugs and drug related paraphernalia, to maintain proper and adequate supervision of racing, and to enforce the laws of the Commonwealth, the Commission, or its representatives, shall have the right and privilege to conduct a search within the areas of the track premises which any owner, trainer, driver, groom, vendor of racing equipment and service, or other licensee acting in their behalf, may occupy and control including all personal property and effects and as a result of such search, the Commission, or its representatives, shall have the power and authority to seize any article, within such areas, which may be forbidden or is in violation of the rules and regulations of the Commission.
10. The 30-Day Rule will apply.
11. All horses 7 years old and up may be required to race in Claiming races.
12. When vacating stalls at end of year, all equipment MUST be removed.
13. All trainers must provide MSAPD and PA Harness Commission a list of all their employees, including proof of Workers Compensation prior to their arrival. MSAPD reserves the right to deny any employee access or dorm rooms.
14. The undersigned trainer hereby certifies that I have read and understand and agree to the foregoing terms and conditions including all release provisions. I have provided a copy of this agreement to each of the owner(s) listed hereon. I have voluntarily signed this agreement and no oral representations, statements or inducements apart from this agreement have been made.

TRAINER \_\_\_\_\_

**MUST BE SIGNED BY TRAINER ON BEHALF OF HIMSELF, AND AS  
AUTHORIZED AGENT OF OWNER(S) LISTED HEREON, WHICH AGENCY  
IS NOT QUALIFIED OR LIMITED.**

Dated \_\_\_\_\_ day of, \_\_\_\_\_ 20 \_\_\_\_\_

Home Telephone \_\_\_\_\_

ADDRESS \_\_\_\_\_

Cell Phone \_\_\_\_\_

U.S.T.A. LICENSE NO. \_\_\_\_\_