



# STALL APPLICATION

## 2018

May 1 through November 28

**DUE BY THURSDAY, MARCH 1, 2018**

Before March 1, 2018 Return Application to:  
 James R. Colvin  
 Manager of Racing Operations  
 E-mail : jcolvin@mtrgaming.com  
 Phone 304-387-8334 • Fax 304-387-8303

After March 1, 2018 Return Application to:  
 Joseph J. Narcafish, Racing Secretary  
 Mountaineer Casino Racetrack & Resort  
 P.O. Box 358 • Chester, WV 26034  
 Phone 800-477-2238 • 304-387-8300  
 Fax 304-387-8386

★★★★★★★★★ **STALL APPLICATIONS NOT FILLED OUT COMPLETELY WILL BE REJECTED.** ★★★★★★★★★★

	NAME OF HORSE (PLEASE PRINT)	(✓) WV BRED	SEX	AGE	ALLOWANCE OR CLAIMING PRICE	(✓) IF MAIDEN	LAST START		TYPE OF RACE	IF CLAIMING, GIVE CLAIMING PRICE	NAME OF OWNER (PLEASE PRINT)
							DATE	TRACK			
1.											
2.											
3.											
4.											
5.											
6.											
7.											
8.											
9.											
10.											

**Trainers stabled on the grounds** are expected to race exclusively at Mountaineer Casino, Racetrack & Resort. An Owner or Trainer may enter at another racetrack, with permission of the Racing Secretary, provided no race is available or a race fails to fill.

**Attention Trainers:** It is the trainer's responsibility to ensure that the correct owner has signed on the back of any foal certificate turned into the Racing Office.

Any horse which has not raced for a period of sixty (60) days must have one (1) published workout, or a workout certified by the official clocker to be announced over the public address system prior to the horse starting.

The **STARTER shall** assess any thoroughbred that has not run a race within the preceding six (6) months and determine whether or not it can break out of the gate satisfactorily.

Any horse **thirteen (13) years of age or older** shall not be allowed to start in West Virginia.

**All OWNERS must be licensed before their horses can start. Owner's name must be included with each horse listed on this application.**

A valid Coggins must be on file in the Racing Office before the horse can start, dated within the past twelve (12) months. The Blood Drawn Date is the Official Coggins Date. You must have a copy of a valid Coggins in hand to get through the Stable Gate. Coggins in the Racing Office will not allow you Stable Gate access. No Exceptions. **Per The West Virginia Racing Commission** All Out-Of-State Horses must have proof of a current Health Certificate dated within thirty (30) days, in order to enter the grounds. **Per West Virginia Department of Agriculture**

**Eligibility Rule:** Any horse which has not finished first, second, third or fourth within its last ten (10) starts since starting for a claiming price of \$5,000 or less, will not be eligible to be entered or stabled at Mountaineer Casino Racetrack & Resort. (Trainers are responsible for knowing their horse's eligibility.)

**NOTICE: Do Not Ship to Mountaineer Casino Racetrack & Resort until you have been notified your stall reservations have been allotted.**

**UPDATED PAST PERFORMANCES MUST ACCOMPANY THIS APPLICATION**

Trainer's Name \_\_\_\_\_ Date \_\_\_\_\_ Home Phone: ( ) \_\_\_\_\_  
 PLEASE PRINT Cell Phone: ( ) \_\_\_\_\_

★★★★ Application must be completed in full and signed by the applicant on the reverse side. ~ Incomplete applications will be rejected. ★★★★★

**ATTENTION TRAINERS:** Trainers must ensure that the correct owner has signed the back of any Foal Certificate turned in to the Racing Office.

**Attention: All horses racing or training at Mountaineer Casino Racetrack & Resort will not be permitted to use toe grabs in excess of four (4) millimeters in height on front hooves.**

**FOR RACING SECRETARY'S USE ONLY**

THIS APPLICATION IS:

- ACCEPTED
- ON HOLD/WAITING LIST
- REJECTED

DATE NOTIFIED

# TRACK POLICIES & REGULATIONS



1. Incomplete applications will be returned.
2. Positively NO DOGS are permitted on grounds.
3. No bedding other than straw is permitted.
4. No smoking is permitted on the entire backside
5. Firearms are absolutely prohibited on the premises at all times.
6. Cooking, heating appliances of any kind, including heating lamps, are not permitted on the premises.
7. No sleeping or cooking in Tack Rooms is permitted.
8. No yearlings are permitted on grounds at any time. No two (2) year-olds will be allowed onto grounds before April 15th of each year. Also, no trainer will be allowed more than two (2) stalls for two (2) year-olds. Violators will be fined and/or suffer the loss of stalls!
9. Maidens two (2) "years old" and up may start in West Virginia. Any horse thirteen (13) years of age or older shall not be allowed to start in West Virginia.
10. All common areas and shedrows to the middle of roads will be subject to inspection by management or Stall Superintendent. All areas are to be raked and cleaned.
11. All jockeys, trainers and exercise personnel are required to wear riding boots, safety helmets and safety vests while riding or exercising.
12. The West Virginia Racing Commission requires all owners and trainers to be licensed before they can start a horse.
13. The Blood Drawn Date is the Official Coggins Date.
14. The State Veterinarian's Office requires original Coggins Tests ONLY. However, faxed copies that include the lab's name and phone number will be accepted as evidence that a horse has a negative test. Coggins papers in the Racing Office will not allow you Stable Gate access. No Exceptions.
15. Any horse which has not raced for a period of sixty (60) days must have one (1) published workout or a workout certified by the Official Clocker and announced over the public address system prior to the horse starting.
16. The STARTER shall assess any thoroughbred that has not run a race within the preceding six (6) months and determine whether or not it can break out of the gate satisfactorily.
17. Trainers are responsible for notifying the clocker when working a horse. The clocker must be notified of the distance which the horse will work, and the correct spelling of the horse's name. The clocker's phone number is 8462.
18. No horse shall be allowed to start unless it has been lip tattooed
19. All first time starters must have at least one (1) workout and an O.K. Card from the Starter, before the horse can start.
20. Foal Papers for all horses stabled on grounds must be registered with the Racing Secretary's Office.
21. Horsemen will be allotted stalls with the understanding that their horses are ready to run. Mountaineer Park, Inc. reserves the right to ask horsemen to leave the property, after a period of inactivity, if they do not enter their horses in races that are available.
22. All trainers allotted stalls are expected to average a minimum of one (1) start per stall, every thirty (30) days.
23. Prior approval must be obtained from the Racing Secretary or Stall Superintendent for any trainer requesting additional stall space for any horse or horses purchased through private sales, claims or trainer transfers. This must be done before and NOT after, to receive any consideration.
24. All applicants will cooperate with the Racing Secretary and/or the Stall Superintendent in the moving of horses for consolidation purposes of the backside in order to utilize the stabling facilities to the fullest extent.

25. Trainers must ensure that the correct owner has signed the back of any Foal Certificate turned in to the Racing Office.
26. Any horse stabled on the grounds of the association occupying a stall not assigned to him, unless by special permission, will be cause for disciplinary action.
27. Only the Trainer will be allowed to sign out Foal Papers from their file.
28. Owners and Trainers are advised that unless delinquent Jocks mounts are satisfied, Foal Papers will not be released.
29. Mountaineer Park, Inc. will not be responsible for Foal Papers left in the Racing Office on any horse at the conclusion of the Race Meet.
30. At the discretion of the Stewards or the Racing Association and without notice, the entries of any person or transfer of any horse may be refused.
31. Mountaineer Park, Inc. reserves the right to refuse any entry based upon poor performance.
32. No entries will be taken or pulled once the entries have been closed - regardless of the size of the field. This rule will be strictly enforced. There will be no exceptions.
33. All claims must be deposited in the Claiming Box at least ten (10) minutes before post time of the race with respect to which the claim is made (Rule 178-1-47).
34. A Claimed Horse may be entered back for any claiming price as claimant of said horse may desire.
35. Any HORSE Claimed shall not be sold or transferred, wholly or in part thereof, to anyone for thirty (30) days except in another claiming race. The horse shall not remain in the same barn or under control or management of its former owner or trainer for thirty (30) days, unless reclaimed, nor shall it race outside the state of West Virginia for a period of sixty (60) days except for stakes races and special events, or unless special permission is granted by the Stewards.
36. Eligibility Rule: Any horse which has not finished first, second, third or fourth within its last ten (10) starts since starting for a claiming price of \$5,000 or less, will not be eligible to be entered or stabled at Mountaineer Park, Inc. (Trainers are responsible for knowing their horse's eligibility.) Also, any horse ineligible under this rule, must be removed from the grounds within forty-eight (48) hours. Trainers are responsible to notify the Racing Office if said horse becomes re-eligible at another race track. The trainer has fourteen (14) days from the day a horse becomes ineligible to replace the horse, otherwise the stall will be reallocated. Ineligible horses are denied all privileges of the grounds including Workouts. Those in violation will be fined and suffer immediate reduction of stalls, and furthermore subject to Suspension by the Board of Stewards and Exclusion by management.
37. Eligibility, penalties and allowances of weights for all races, along with preference to the highest earners, will be determined after considering the reports, records and statistics published by

- Equibase and other racing statistical publications, but responsibility for weight carried and eligibility still remain with the owner and trainer as prescribed by the Rules of Racing.
38. When a race is in dispute, both the horse that finished first and any other horse involved in the dispute are subject to all penalties attached to the winner of that race until the matter is decided.
39. All horses arriving in the Paddock with non-racing bandages must go directly to their stall, after being identified, all such bandages must be removed. All violators will be subject to a fine
40. Each racing association shall exclude from the paddock, in the interest of public safety, all persons who have no immediate business with the horses contained in the paddock. (Rule 178-1-8 8.19)
41. All occupational permit holders shall at all times have their picture ID Badges visibly displayed at all times in all restricted areas, including while in the Test Barn. Failure to comply shall result in a hearing with potential of a fine and suspension.
42. Track colors will be used at Mountaineer Race Track & Gaming Resort.
43. For Turf Racing Only ~ Queen's Plate or Outer Rims permitted. NO Toe Grabs.
44. The Cornell Collar is NOT approved by the West Virginia Racing Commission.
45. Horses will not be permitted to race in Turndown Shoes or Bends.
46. Mares who are or who may be in foal are not eligible for racing unless full information as to services or breeding has been filed with the association's Racing Secretary and the Track Veterinarian has given approval. The Racing Commission Veterinarian shall post this information in the association's Racing Secretary's office. If the in-foal mare is claimed, the original owner shall supply the stallion service notification to the owner of that mare at the time of foaling.
47. In the best interest of the wagering public, MNR reserves the right to declare "off" any book race or extra deemed tainted by entries made in bad faith. This option shall be at the sole discretion of the racing secretary and apply to potential scratches, as well as entries made at the behest of other parties.
48. The association's racing secretary shall not accept an entry from a husband or wife while either is disqualified from racing. For the purpose of this rule, a husband and wife shall be considered as one, unless they are legally separated and evidence of the separation is on file with the Racing Commission. (39.42)
49. When changing a horse's Equipment, Medication, Ownership or Trainer, the change must be specified at the time of entry, and on each entry thereafter, until said horse runs with that change.
50. It is hereby agreed that Mountaineer Park, Inc. shall NOT be liable for, and that the owner and/or lessees of the horse will indemnify and hold harmless Mountaineer Park, Inc. and its affiliates, officers, directors, employees, shareholders and consultants against all responsibility, liability or claim of injury or damage (including attorneys fees and any other fees or expenses), to any person, horse or other property of the undersigned, or of any other person, or

- his or their agents, employees or associates, caused by the horse, or agent of the employees of the undersigned, or by any other person, including employees, agents of Mountaineer Park, Inc., whether by negligence or otherwise, on the premises of Mountaineer Park, Inc.
51. The applicant agrees to abide by the rules and regulations of the West Virginia Racing Commission, Mountaineer Park, Inc. and the agreement by and between the same and the organization representing the majority of the owners and trainers at said facility and to accept the decision of the Stewards as final on matters pertaining to racing, except as appeals permitted under specific rules of the said Racing Commission.
52. As the organizer, host and sponsor of thoroughbred horse racing at this facility, Mountaineer Park, Inc. reserves unto itself, its agents, assign and licenses the sole and exclusive right to produce, exhibit, perform, transmit, licenses or sell in any manner still or motion pictures, radio and television broadcasts, or any other media transmission, now known or hereafter developed of all activities occurring prior to, during and after thoroughbred horse races; the sole and exclusive right to utilize each race and the results thereof for any purpose as Mountaineer Park, Inc. shall determine. This grant of rights includes all worldwide copyright in perpetuity in and to each race at Mountaineer Park, Inc. in which Trainers, Owners, and their employees and agents participate. The acceptance of stall accommodations, the submission of a nomination or the making of an entry in any race shall mean that the Trainer on behalf of him/herself, his owners, and his and their employees and agents, consents to this reservation of right by Mountaineer Park, Inc. and consents to be photographed or otherwise be subject of still or moving pictures in all media, radio or Television programs, without payment except for those contribution to horsemen's purses as agreed in the applicable Live Racing Agreement with the horsemen's representative group. The Trainer on behalf of him/herself, his owners, and his and their employees and agents, agrees that he/she has not and will not take any action which would cause an assignment or other transfer of any of the rights contemplated herein, or assert any claim, demand, or cause of action against Mountaineer Park, Inc. which is in consistent with the full and exclusive ownership of Mountaineer Park, Inc. of these rights.
53. The applicant releases Mountaineer Park, Inc. Mountaineer Park, Inc. and its affiliates, officers, directors, employees, shareholders and consultants from and waives any and all claims for injury personally suffered by the applicant while galloping/ponying horses on the premises; and assumes the risk, and releases and waives against Mountaineer Park, Inc. and its affiliates, officers, directors, employees, shareholders and consultants for any and all claims for loss of use, injury or damage to horses owned or under the control of the applicant or the applicant's invites incurred while on any Mountaineer Park, Inc. premises, unless such injury, loss or damage is cause by Mountaineer Park, Inc.'s negligence.
54. All horses must be covered by insurance at all time against injury or loss by fire provided and paid for by the owner or trainer. No liability for loss of horse or equipment by fire will be assumed by Mountaineer Park, Inc.
55. Applicant is responsible for the conduct each, and every employee and/or any person or persons under his charge or control, or any person, firm or corporation, contracting with the applicant of the premises, and to all person granted a pass at the applicant request.
56. Mountaineer Park, Inc. reserves the right to terminate this application if it is subsequently notified by any gaming regulatory authority in any state where Mountaineer Park, Inc. or any of its affiliates does business that applicant's or any of the applicant's background or association is injurious to the public health, safety, morals, good order and general welfare of the citizens in any state in which Mountaineer Park, Inc. and its affiliates does business or who threatens the integrity of gaming, who discredits or tends to discredit the gaming industry or is otherwise undesirable. Mountaineer Park, Inc. reserves the right to eject any person from its property at any time.

## All Stalls MUST BE STRIPPED before departing! (OR TRAINER WILL BE CHARGED \$100.00 PER STALL)

Name \_\_\_\_\_

Permanent Address \_\_\_\_\_ Current Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Home Telephone # \_\_\_\_\_ Cell Phone# \_\_\_\_\_

*The applicant will not mutilate or in any way damage the accommodations allotted to the applicant and that the applicant will not make or permit any structural or electrical changes in the stabling accommodations, that the applicant will be responsible for all damages to the stabling accommodations allotted to the applicant while the horse, or any of them, are stabled there-in. The applicant further agrees to keep such stable accommodation in clean and good condition and deposit manure and litter where and in the manner directed by Mountaineer Park, Inc.*

Signed: \_\_\_\_\_