

2027

APPLICATION FOR RACING PRIVILEGES

MGM YONKERS, INC.

Driver:_____ Date:_____

Trainer:_____

Name of Horse	Color/ Sex/ Age	Gait	(Condition)	Claiming Price	Name of Owner and Complete Permanent Address
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

Have you ever been excluded from participation in harness racing? Yes ( ) No ( )

If so, where? _____ when? _____ why? _____

NOTICE: This application will NOT be accepted unless signed.

Signature: _____ Date: _____
(Owner or Authorized Agent)

Email Address: _____ Phone: _____

810 Yonkers Avenue * Yonkers, NY 10704 * Phone 914.457.2627 * Fax 914.457.2507 * jpiassek@empirecitycasino.com

RACING PRIVILEGE AGREEMENT WITH
MGM YONKERS, INC. ("MGM YONKERS")

IMPORTANT!-READ CAREFULLY

This Agreement provides that you **WAIVE SIGNIFICANT LEGAL RIGHTS.**

I do hereby certify that I am the owner and/or trainer of all the horses listed on the reverse side of the application. I hereby apply for racing privileges for said listed horses at MGM YONKERS for the race meeting, the dates of which are stated on the other side of this application.

To induce you to grant racing privileges for the listed horses during the race meeting, I hereby represent and warrant:

1. All the horses listed on the reverse side of this application are sound and ready to race, unless otherwise noted.
2. All the horses granted racing privileges will be entered and raced in races for which they are qualified for the purses which are offered and in accordance with classifications and conditions prescribed by the Race Secretary and posted in his office. Fitness to be determined by the track veterinarian or the Steward representing the New York State Gaming Commission.
3. I acknowledge that MGM YONKERS has the exclusive right in its discretion to withdraw racing privileges at any time. Upon such cancellation, I agree to remove the horses from the track premises within 48 hours after such notice. I hereby waive any applicable statutory provisions to the contrary, including specifically the provisions of Article 7 of the Real Property Actions and Proceedings Law of the State of New York.
4. If horses which have been granted racing privileges are not entered and raced as provided above or if horses whose racing privileges have been withdrawn by MGM YONKERS are not removed from the track premises, MGM YONKERS is authorized to remove such horses from the track premises and to place such horses in any private or public stable, farm or other place which may be available at my expense and the expense of the persons in whose behalf this application is made, the liability of all such persons being joint and several. I agree to hold MGM YONKERS, Brian Boru of Westchester, Inc., VICI Properties, Inc, their respective parent companies, subsidiaries, affiliates and their respective members, officers, directors, managers, employees, agents, shareholders, successors and assigns, heirs, administrators, and personal representatives (the "MGM Parties") harmless and to indemnify them against any claims, obligations or expense incurred in connection therewith, including disbursements and legal fees.
5. I agree to file with the Racing Secretary's office eligibility papers for each horse accepted for racing and to certify the names of all the owners, trainers, drivers, grooms and all other persons employed in connection with the ownership, training, care and racing of said horses. I warrant that all admission passes issued to any such persons shall be used only by such persons during their ownership or employment or participation in the training, care and racing of the said horses. I agree to indemnify MGM YONKERS against any loss in the issuance and use of admission passes by any persons not entitled thereto.
6. I acknowledge that the racing privileges granted hereunder are applicable only to the horses listed on the reverse side of this application and that no horse may be substituted for any listed horse without the prior written permission of the Race Secretary.
7. I acknowledge that the Standardbred Owners Association, Inc. has been authorized by me and by such other persons on whose behalf this application is made to enter into an Agreement with MGM YONKERS binding upon me in relation to purses, track facilities and all other matters provided for in said Agreement. I hereby expressly agree to be bound by the provisions of said Agreement dated July 1, 2021 by and between MGM YONKERS, Inc. dba Empire City Casino at Yonkers Raceway and the New York Standardbred Owners Association (the "SOA Agreement"), a copy of which I acknowledge is available to me for my examination, and by any modification or extension thereof.
8. I warrant that I am the owner or trainer of the listed horses; that if there are more than one owner or trainer, this application is made in behalf of and is binding upon all of the owners and trainers of the listed horses who are set forth below; and that I am authorized by all said owners and trainers to enter into this Agreement and to make the representations and warranties herein provided for and to adopt and confirm the provisions of the SOA Agreement.
9. The rules and regulations of the New York State Gaming Commission shall govern all matters relating to the entry and racing of the listed horses and all other matters provided for in said rules and regulations and I agree to be bound thereby.
10. The MGM Parties will not, under any circumstances, be liable for any injuries or damages to person or property sustained to or by any horse owners, trainers, drivers, their agents, servants or employees, or to horses entered in any racing events, or while participating in such events, or while in training, or while on the grounds of MGM YONKERS or on grounds owned, leased or controlled by it or while being transported in vehicles owned, leased or controlled by the MGM Parties from any point whatsoever. All risks of injury or damage to person, property or horses by fire, theft, accident, or otherwise, are assumed by such owners, trainers and drivers, their agents, servants and employees whether caused by active or passive negligence of the MGM Parties or by the condition of the premises or any other reason or cause whatsoever. This provision shall not be deemed waived by the fact that MGM YONKERS does presently, or will in the future, furnish insurance coverage against injury to the drivers competing on the race track or using the training track.
11. MGM YONKERS reserves the right to reject any entry and return the entry fee, declare off if conditions warrant, call off any events not filling satisfactorily, use any starting system approved by the New York State Gaming Commission and place entries in their eligible classes.
12. Horseman agrees to engage only such drivers as have been approved by MGM YONKERS.
13. All owners, trainers and drivers do hereby agree to hold the MGM Parties harmless from any loss, costs or damage caused by them or arising from any occurrence in which they or their property or animals, or any of them, may be involved while on the premises of MGM YONKERS.
14. All persons using the grounds of MGM YONKERS are bound by local laws and regulation relative to fire, sanitation, and pets.
15. I hereby agree to pay for all or any damages to MGM YONKERS property caused by me or any of my employees.
16. COMPENSATION INSURANCE (excerpt from New York State Gaming Commission Rules and Regulations, Rule 4101.31). Every owner, driver or trainer who employs or hires any person or persons required by the laws of the State of New York to be covered by workers' compensation must file a certificate of insurance with the commission on a form satisfactory to the chairman of the Workers' Compensation Board. No license or permit will be issued to participate in harness racing unless the commission has a certificate of insurance on file. Each certificate of insurance shall include a waiver of subrogation for the MGM Parties. A copy of such workers' compensation certificate shall be submitted with this application.
17. MGM YONKERS is not responsible for checks or money orders that are not picked up.
18. Pursuant to the New York State Human Rights Law, MGM YONKERS will not discriminate because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, pregnancy, marital status, or any other protected category.

The signer hereof represents that the undersigned and all persons for whom the undersigned is acting (the "undersigned") have read and are familiar with the rules and regulations of the New York State Gaming Commission, and the above rules and regulations of MGM YONKERS. The undersigned unconditionally and without exception hereby agrees to be bound by and comply with the above rules and regulations inasmuch as they are included and expressly made a part hereof. The undersigned also agrees that all above-named horses are and shall be subject to the aforesaid rules and regulations and to abide by all of the acts and decisions of the various track officers and racing officials presiding at MGM YONKERS.

(Signature)_____ (Date)_____
Name

(Print)_____
Name and Title