

Permanent Mailing Address:Name: ☐ Trainer
☐ Catch Driver _____

Address: _____

City/State/Zip: _____

Phone #: _____

**2026 Ship-In Application**

84 racing programs from January 4 – May 2, 2026

For Office Use Only:

APPROVED: _____

DENIED: _____

NAME OF HORSE (Please Print)	AGE	GAIT	EXPECTED 1ST DAY IN BOX	DATE & PLACE OF LAST	CLASS OR CLAIMING PRICE LAST START (Use CD or CL)	OWNER(S) NAME AND STATE OF RESIDENCE
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

All horses listed on this application are represented to be under the care and management and are the responsibility of the trainer signing same?

☐ YES ☐ NO

Has trainer ever had a horse scratched or penalized due to a high pre-race or post-race blood-gas (TCO2) or excessive colbalt reading?

☐ YES ☐ NO

Has trainer been charged with any other racing medication or rules violation that carried a penalty of 10 days &/or \$500 or more since January 1, 2010?

☐ YES (attach details) ☐ NO

Signature of Applicant: _____

**Submit Application & Signed
Waiver of Liability Form to:** Miami
Valley Gaming & Racing, LLC. Attn:
Jason Bluhm, Race Secretary
6000 SR 63, Lebanon, OH 45036
Or Fax to: 513-409-5094

CONDITIONS TO SHIP-IN, ENTRY IN RACES, RELEASE, AND INDEMNIFICATION AGREEMENT

By executing this application for the revocable grant of paddock space by Miami Valley Gaming & Racing, LLC ("MGR"), as well as entry into races, and/or accepting a grant of paddock space or entering into races, the undersigned ("Trainer") agrees, on behalf of himself, and each of the Owner(s) listed on the front side hereof, as follows:

1. Rules and Regulations. Trainer agrees that, in connection with and as a condition to Trainer's application for and/or acceptance of paddock space at MGR's Racetrack ("MGR Facilities"), the shipping in of any horse to MGR Facilities and/or entry of any horse in a race run at MGR's racetrack, Trainer will comply with and abide by all terms, provisions and conditions set forth in this Agreement, all administrative regulations of the Ohio State Racing Commission ("OSRC") and all rules, conditions and regulations of MGR at any time adopted or as they may be amended. Trainer shall be responsible for obtaining and becoming familiar with such rules and regulations. MGR reserves the right to make all decisions regarding preferences, conditions and the interpretation and application of any rules and regulations and its decision as to same shall be final and Trainer agrees to comply with and abide by any decisions of the state racing officials and/or the officers of MGR with regard to same.
2. Investigation of Trainer. In connection with this Application, Trainer agrees and consents to MGR and/or its agents making an investigation of Trainer, whereby information may be requested from third parties as to character, general reputation as may be relevant to Trainer's integrity as a racing participant.
3. Reservation of Rights. Trainer acknowledges that MGR reserves the right, at its sole discretion and without notice at any time: a) to refuse paddock space or access to any applicant for any reason; b) to revoke and terminate any privileges for paddock space at MGR; c) to refuse permission to enter and to race horses at MGR; and d) to refuse to any person or animal (whether or not listed on any application) access to the MGR Facilities or any other grounds of MGR for any reason. As the organizer, host and sponsor of Standardbred horse races, MGR hereby reserves unto itself, its agents, assigns and licensees and Trainer hereby assigns to MGR all interest it may have in the Host Rights as herein defined. The Host Rights shall mean the sole and exclusive right to: (a) produce, exhibit, sell, license, transfer or transmit in any manner still or motion pictures, radio and television broadcasts, interactive computer including internet or any other media transmission, now known or hereafter developed, of all events which occur on MGR's property, including without limiting, all activities occurring before, during and after horse races; b) utilize the Race and the results thereof, all for any purpose or use as MGR shall determine; (c) limit, prohibit or regulate the display of any commercial advertising symbols, or other identification, other than Trainer's registered silks, in connection with any Race or related activities; and develop, produce and sell, by or through any licensee, goods using the Trainer's name or likeness, the name or likeness of any horse owned by the Trainer brought onto MGR's grounds, or any other identifying feature, silks, trademark or copyrighted material which is used in connection with the Races. The submission of a nomination or making of an entry in any Race shall mean that the Trainer consents to the above reservation of the Host Rights and consents to be photographed or to otherwise be a subject of still or moving pictures, electronic, radio or television programs, without remuneration except for contributions to horsemen's purses from wagering on the Races as established by contract or legislation. The Trainer agrees that he has not and shall not execute any documents or take any other action which purports to assign or otherwise transfer any interest in the Host Rights or assert any claim, demand or cause of action against MGR which is inconsistent with the full and exclusive exercise by MGR of its Host Rights.
4. License. Allocations of all stall space are made only with the agreement of Trainer that MGR reserves to itself the exclusive right, in its sole discretion, to enter, modify, alter or change to physical condition or use of any of its facilities, that the permission granted herein to Trainer to use MGR's facilities is solely for purposes incidental to racing, does not constitute a lease of such facilities and MGR maintains the sole interest in and exclusive control of its premises and facilities; and that MGR reserves to itself the exclusive right and sole discretion to reduce or to totally eliminate the number of stalls assigned and/or change the location of stalls assigned to the Trainer.
5. Revocation. Trainer agrees that the license granted herein to enter on the MGR grounds and to use the MGR facilities is subject to revocation, with or without cause, and in the sole and exclusive discretion of MGR upon 48 hours' notice in writing delivered by mail, telegraph or in person to Trainer or to Trainer's address indicated on the reverse side or such other address as may be indicated by Trainer in the future. A violation of the rules or regulations of the OSRC or the conditions, rules and regulations of MGR or the creation, in whole or in part, by Trainer of any condition that may interfere with the safe and efficient operation of its business by MGR or the termination of the Trainer's agency relationship with the Owner(s) listed on the reverse side hereof, shall, in each case, subject this license to immediate revocation exercised at MGR's sole and exclusive discretion, without any prior notice.
6. Release and Indemnification.

A. All OSRC licensees, including but not limited to MGR owners, trainers, jockeys, and grooms ("licensees"), participating in stabling, racing, training, and related activities at MGR recognize that hazards and risks inherent in such activities may cause the injury or death of horses. Therefore, in consideration of participating in stabling, racing, training, and related activities at MGR, all licensees assume the risks of, and release, hold harmless and covenant not to sue all other licensees so participating for: (i) Ordinary negligence which causes or contributes to loss, loss of use, injury or damage to horses while on the premises of MGR; and (ii) Ordinary negligence which causes or contributes to personal injury or property damage, including but not limited to loss, loss of use, injury or damage to horses arising from the use of grass fields or gallops owned or controlled by MGR, whether arising from alleged acts or omissions of a licensee and its agents or employees, the condition of the premises of MGR or any other cause. Except as provided above, all licensees participating in racing, training, and related activities at MGR shall be responsible for their own acts and omissions and those of their agents and employees to the same extent as provided by law.

B. The foregoing provisions shall be construed in a manner consistent with the limitations set forth herein to be as broad and inclusive as permitted by the laws of the State of Ohio and the OSRC's regulations and shall be binding upon Trainer, its successors and/or assignees. The maintenance by MGR of insurance shall not affect the terms or interpretation of this Agreement. For purposes of this Agreement, MGR shall mean and include MGR and its officers, directors, agents, employees, contractors, servants and licensees. In the event of any inconsistency between these provisions and the OSRC's regulations, the OSRC's regulations shall control. Further, these provisions shall be deemed to be amended to the extent of, and to be in compliance with, any amendment to the OSRC's regulations.

Trainer shall, prior to its admission to MGR's facilities, deliver to MGR certificate evidencing the maintenance of Worker's Compensation Insurance for all employed personnel in accordance with the statutory requirements of the State of Ohio.

Responsibility for the maintenance of general liability and horse mortality insurance to cover the risks outlined above vests with the Trainer and/or Owner, as the case may be. Consultation with a competent insurance advisor is strongly recommended. Failure to maintain adequate insurance may subject Trainer or Owner to the risks outlined above. MGR SHALL HAVE NO OBLIGATION WITH RESPECT TO SUCH INSURANCE. Failure to maintain adequate insurance may subject Trainer and/or Owner(s) to multiple and substantial risks, including being excluded from MGR's premises. Owner(s) and Trainer indemnify and hold MGR harmless against any claims, liabilities, judgments or costs (including attorney fees) arising out of the Trainer and/or Owner(s) failure to obtain insurance as appropriate and as may be required by law.

7. Cancellation of Races. MGR reserves the right to cancel any race, without notice, at any time prior to the actual running thereof, without liability, except for the return of fees as required by the administrative regulations of the OSRC. Nominations or the making of any entry to any of the Races is received with the understanding that MGR reserves the right to refuse, cancel or revoke any nomination or entry or the transfer thereof for any reason and without notice.
8. Stabling and Training Rules. Training on the MGR track will be allowed only at such times, if any, and only in accordance with any instructions and directions regarding training activities as may be determined by MGR. Applications for ship-in privileges are received only with the understanding that MGR reserves the right to refuse, cancel or revoke any application or the transfer thereof for any reason and without notice to Trainer.
9. Revision. The intent and language hereof may be subject to revision during the term of any applicable horsemen's contract based upon any judicial decision or legislative action.
10. Miscellaneous. This Agreement shall be effective with regard to Trainer's stabling during and/or participation in the race meeting specified on the opposite side hereof and Trainer's participation in any and all other race meetings and related activities. For purposes of this Agreement whenever the word "Trainer" is used herein, it shall include the Trainer (and if Trainer is an agent/assistant to any Trainer, the principal for whom he is agent), all Owner(s) or horses controlled by Trainer; and their heirs, representatives, successors, next of kin and assigns provided, however that the rights and benefits of the Trainer under this Agreement are personal and no such right or benefit shall be subject to voluntary or involuntary alienation, assignment or transfer. Trainer covenants that the Owner(s) have agreed to the foregoing conditions and further agrees that he will deliver their written consent and agreement to such conditions upon request of MGR. Trainer shall indemnify and hold MGR harmless from and against any claim or cause of action (including any expense incurred in connection therewith, including reasonable attorneys' and other fees) that may be asserted by or on behalf of any person which is inconsistent with the release and indemnification provisions set forth in the foregoing paragraphs. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Ohio.
11. Veterinary Examinations. In the event that MGR's in-house veterinarian (the "MGR Veterinarian") or any MGR racing official or other racing personnel have reason to believe, based on their observations or information provided or available to them that a horse stabled on MGR's property by Trainer is injured, unsound, in distress, or otherwise unfit to train or race, then MGR may request that Trainer make such horse available for examination by the MGR Veterinarian or, alternatively, at the request of the Trainer, by a licensed OSRC Veterinarian ("Commission Veterinarian"). In the event that Trainer refuses to have the horse examined by either such veterinarian, then MGR may refuse to permit the horse to train and/or race on MGR's property until the horse is cleared for training and/or racing by the MGR Veterinarian or a Commission Veterinarian. In the event that the horse is examined by the MGR Veterinarian or the Commission Veterinarian and deemed injured, unsound, in distress, or otherwise unfit to train or race, then MGR may refuse to permit the horse to train and/or race on MGR's property until the horse is subsequently cleared for training and/or racing by the MGR Veterinarian or a Commission Veterinarian, as applicable.

THE UNDERSIGNED TRAINER HEREBY CERTIFIES THAT HE HAS READ AND UNDERSTANDS AND AGREES TO THE FOREGOING TERMS AND CONDITIONS INCLUDING ALL RELEASE PROVISIONS, HE HAS PROVIDED A COPY OF THIS AGREEMENT TO EACH OF THE OWNER(S) SO LISTED HEREON. HE HAS VOLUNTARILY SIGNED THIS AGREEMENT AND NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS AGREEMENT HAVE BEEN MADE.