



# THIS IS A RELEASE OF LIABILITY

## HARNESS RACETRACK / FACILITY: DOVER DOWNS

THIS RELEASE OF LIABILITY, WAIVER AND INDEMNITY AGREEMENT MUST BE CAREFULLY READ AND SIGNED BY YOU IN CONSIDERATION FOR YOU BEING PERMITTED TO ENTER FOR ANY PURPOSE ANY RESTRICTED AREA (defined herein to include but not be limited to the racing surface, infield, paddock area, grandstand area, and all walkways, concessions, and other areas appurtenant to any area where any activity to an event shall take place) (the "Facility"), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in any event at the Facility. YOU, for yourself, your personal representatives, heirs, and next of kin, acknowledge, agree and represent that you have, or will immediately upon entering the Facility and any restricted areas, and will continuously thereafter, inspect such areas and all portions thereof which you enter and with which you come in contact, and you do further warrant that your entry and your participation, if any, in any event at the Facility constitutes an acknowledgment that you have inspected such areas and that you find and accept the same as being safe and reasonably suited for the purposes of your use, and your further agree and warrant that if, at any time, you are in or about such areas and you feel anything to be unsafe you will refuse to participate further in an event, will immediately advise the officials of such unsafe situation and will leave the areas and not return.

1. **BY SIGNING BELOW YOU HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE THE PROMOTERS, PARTICIPANTS, RACING ASSOCIATION, SANCTIONING ORGANIZATION, OR ANY SUBDIVISION THEREOF, TRACK OPERATOR, TRACK OWNERS, OFFICIALS, HORSE OWNERS, GROOMERS, TRAINERS, DRIVERS, ANY PERSONS IN ANY RESTRICTED AREA, SPONSORS, ADVERTISERS, OWNERS AND LESSEES OF PREMISES USED TO CONDUCT THE EVENT, PREMISES OR EVENT INSPECTORS, SURVEYORS, INSURERS, UNDERWRITERS, CONSULTANTS OR OTHER PERSON OR ENTITIES WHO GIVE RECOMMENDATIONS, DIRECTIONS, OR INSTRUCTION OR ENGAGE IN RISK EVALUATION OR LOSS CONTROL ACTIVITIES REGARDING THE PREMISES OR EVENT(S), AND EACH OF THEM, THEIR AFFILIATES, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES, ALL FOR THE PURPOSES HEREIN REFERRED TO AS THE "RELEASEES," FROM ALL LIABILITY** to you, your personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to your person or property or resulting in your death, **whether caused by the negligence or gross negligence of the "Releasees" or otherwise** while you are at the Facility, or in or upon any restricted area, or competing, officiating in, observing, working for, or for any purpose participating in any event at the Facility.

2. **BY SIGNING BELOW YOU HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE "RELEASEES"** and each of them from any loss, liability, damage, or cost they may incur due to your presence at the Facility, or in or upon any restricted area, or in any way competing, officiating, observing, or working for, or for any purpose participating at any time in any event at the Facility, **whether caused by the negligence or gross negligence of the "Releasees" or otherwise.**

3. **BY SIGNING BELOW YOU HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF "RELEASEES" OR OTHERWISE** while at the Facility, or in or upon any restricted area, or while competing, officiating, observing, or working for, or for any purpose participating in any event at the Facility.

BY SIGNING BELOW YOU expressly acknowledge and agree that activities at events at the Facility can be very dangerous and involve the risk of serious injury and/or death and/or property damage. BY SIGNING BELOW YOU further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the State in which the Facility is located, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. You agree that you are not an agent, servant, or employee of any of the "Releasees."

**I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

AFFILIATION: Owner = O, Trainer = T, Groom = G				*DHRC: Delaware Harness Racing Commission	
No.	Affiliation	Print Name	Signature	DHRC* License Number	Charged with Racing Medication Violation Since Jan. 1, 2010? Yes      No
1			I HAVE READ THIS RELEASE		
2			I HAVE READ THIS RELEASE		
3			I HAVE READ THIS RELEASE		
4			I HAVE READ THIS RELEASE		
5			I HAVE READ THIS RELEASE		
6			I HAVE READ THIS RELEASE		
7			I HAVE READ THIS RELEASE		
8			I HAVE READ THIS RELEASE		
9			I HAVE READ THIS RELEASE		
10			I HAVE READ THIS RELEASE		

### 2016 – 2017 STABLE ROSTER

For a stable's horses to be accepted to race at Dover Downs, the Stable Trainer / Manager must complete the information below and all persons on the Stable's Roster (Trainers, Grooms, Owners, Stable Employees) must read and sign the Release of Liability above. By signing, each person acknowledges reading and agreeing to the Release of Liability. Prior to Paddock access, each licensee must obtain a 2016-2017 DOVER DOWNS sticker from the Racing Office and apply it to their DHRC License.

Stable Name: \_\_\_\_\_

Worker's Compensation Policy No.: \_\_\_\_\_

Head Trainer/Manager: \_\_\_\_\_

Signature: \_\_\_\_\_

Worker's Compensation Insurer: \_\_\_\_\_

Date: \_\_\_\_\_

2016-2017 Dover Downs - Purses and Driver/Trainers Fees

DIRECT DEPOSIT ONLY

Purses earned and the related driver/trainer fees during the Dover Downs 2016-2017 race meet will be by direct deposit only.

Deposits will be made upon release of purses by the Delaware Harness Racing Commission and will be deposited in an account based on the primary taxpayer's identification number. This is normally the Social Security number of the first person listed on the horse or the employer identification number of a legal business entity.

Please complete the following and provide a voided check or a letter from your bank with the following information.

Name: \_\_\_\_\_ DHRC Lic #: \_\_\_\_\_

Soc. Sec. # or TIN# purses are paid to: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Routing Number: \_ \_ \_ - \_ \_ \_

Bank Account #: \_\_\_\_\_

Email address for statements to be sent: \_\_\_\_\_

I \_\_\_\_\_ have been authorized by all owners of the  
(Please print)

following entities to have purse funds deposited in the above account:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date