



RACING APPLICATION

ALL HORSEMEN MUST HAVE A SIGNED 2021 RACING APPLICATION ON FILE WITH THE RACE OFFICE PRIOR TO RACING AT FIRST TRACKS CUMBERLAND.

ALL PARTICIPANTS MUST FAMILIARIZE THEMSELVES WITH COVID-19 PROTOCOLS IN PLACE AT FIRST TRACKS CUMBERLAND.

This application must be filled out in detail and signed and returned to the First Tracks Cumberland Race Office or sent electronically by EMAIL to: info@FirstTracksRacing.com or FAX to: 207-433-1149 (attn: Marc Reynolds)

| | | |
|--|---|-----------------|
| <i>Applicant Name</i> | | |
| <i>Address</i> | | |
| <i>City</i> | <i>State</i> | <i>Zip Code</i> |
| <i>Phone</i> | <i>Email</i> | |
| <i>Maine Harness Racing Commission (MHRC) License Number</i> | TRAINER • DRIVER • TRAINER/DRIVER <i>Type of License (CIRCLE ONE)</i> | |

Applicant must identify (below) ALL PERSONNEL WORKING FOR APPLICANT at First Tracks Cumberland. Any Changes must be submitted to the Race Office prior to personnel beginning work.

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|--|-------------------------------------|
| <i>Associates Name</i> | |
| <i>Maine Harness Racing Commission (MHRC) License Number</i> | <i>Position AND Type of License</i> |

| | |
|--|-------------------------------------|
| <i>Associates Name</i> | |
| <i>Maine Harness Racing Commission (MHRC) License Number</i> | <i>Position AND Type of License</i> |

See PAGES 2 & 3 for ALL TERMS and CONDITIONS and REQUIRED SIGNATURE!

FIRST TRACKS CUMBERLAND RACING APPLICATION (page 2)

PLEASE READ ALL TERMS AND CONDITIONS CAREFULLY

Conditions governing the 2021 Standardbred race meeting of First Tracks Cumberland by First Tracks Investments, LLC ("First Tracks"). This contract must be completed in full and signed by acceptance. The terms of this contract shall be for the 2021 Standardbred race meeting at First Tracks for such dates as may be granted by the Maine Harness Racing Commission in 2021.

The signer (hereinafter called the Applicant) agrees that in consideration for and as a condition of the granting of permission to race at First Tracks, the Applicant and all persons for whom he is acting will be bound by all the terms and conditions hereinafter set forth.

It is mutually understood and agreed and the Applicant represents that the Applicant has been granted the authority by the Owner(s) of any horses in their care entered at First Tracks to make this application, to enter the agreement contained herein and to bind such Owner or Owners to the same. The Applicant shall assure that the Owner or Owners on whose behalf any entry is made shall be provided with a copy of this application.

All participants at First Tracks are bound by the Rules and Regulations as published by First Tracks at the beginning of the 2021 race meeting or at any time thereafter. First Tracks reserves the right to change the Rules and Regulations, terms and conditions of racing, to determine racing dates and times, and to determine whether to conduct racing during part or all of the current year. All Rules and Regulations issued by First Tracks shall be incorporated in this contract as if fully set forth herein.

1. By signing this application, Applicant acknowledges and agrees that the grant of racing privileges at First Tracks is a privilege afforded by First Tracks and is not a property right. Applicant acknowledges First Tracks may refuse admittance to or eject anyone for any reason.
2. First Tracks reserves the right to reject any entry.
3. Applicant must submit a negative Coggins test for each horse before arrival and such negative Coggins must be listed on each horse's electronic eligibility.
4. All horses in claiming races must have a valid claiming authorization in the racing office.
5. All paddock stalls will be assigned by horse only and not by owner or trainer. No changes or substitutions in horses occupying stalls shall be made without notifying First Tracks and permission to do so by First Tracks.
6. All owners, drivers, trainers, grooms and other participants must be licensed by the Maine Harness Racing Commission and shall abide by the rules and regulations of the Commission as well as all applicable local, state and federal statutes.
7. All drivers, trainers, caretakers or owners are required to wear safety helmets and vests while driving or training according to the requirements of the Maine Harness Racing Commission.
8. First Tracks shall not be liable or responsible for any injury or loss caused or suffered in any manner by or to the horse or horses or equipment or personnel of the Applicant, while the said horses are on or off the premises or while being transported in any manner on or off the premises, whether caused by the conditions of the premises, by the negligence of any agent of First Tracks or otherwise. All trainers must comply with the Worker's Compensation Laws of Maine.
9. Dogs and other pets are not permitted on the premises of First Tracks.

FIRST TRACKS CUMBERLAND RACING APPLICATION (page 3)

PLEASE READ ALL TERMS AND CONDITIONS (continued) CAREFULLY

10. Mechanical walkers are not permitted.
11. No heating appliances of any kind will be allowed at First Tracks. Cooking and smoking is prohibited in First Tracks' paddock area.
12. The parking of house trailers on the premises of First Tracks is prohibited.
13. Firearms and weapons of any kind are not permitted on the premises of First Tracks.
14. All vehicles are subject to inspection by First Tracks Security or its designated agents at all times.
15. All owners, trainers and drivers of horses in any paid event must be accepted to participate at each Host Track or the entry may be denied without refund of previous payments. Decisions by the Host Track shall govern all disputes arising from these conditions and their decision shall be final.
16. The Rules and Regulations of the Maine Harness Racing Commission, the United States Trotting Association and First Tracks shall govern the conduct of this meeting and all owners, trainers, drivers and caretakers are subject to same.
17. The Applicant and/or Trainer agree to indemnify and hold First Tracks, its Officers, Directors, Agents, Employees, and Landlord ("First Tracks Affiliates"), harmless against any claim, loss, cost, damage or other expenses, including reasonable attorney's fees, incurred by it or by any other person or persons by reason of the action of any horse or action or negligence of the Applicant or any agent or employee of the Applicant while on the premises, including any actions brought or threatened without cause or adjudged in favor of First Tracks Affiliates.

Applicant, on behalf of himself and owners of horses in his care or custody, assumes the risk for all injury to horses in his care, custody, or control, regardless of the cause of such injury. The removal of any dead horse is at the expense of the Applicant or Trainer.

The Applicant agrees on behalf of himself and the owner(s) of horses in the custody of the Applicant, that all horses entering the grounds of First Tracks do so at the individual Owner's and/or Applicant's risk. First Tracks Affiliates shall not be liable or responsible in any manner whatsoever for any injury or loss caused or suffered in any manner, by or to the horse or horses while on the premises, whether occasioned by the negligence or fault of any First Tracks Affiliates.

For the protection of Applicant and/or Owners, it is recommended that the Applicant and/or owners insure their horses against losses.

My signature below hereby confirms that I, _____ agree to all of the
PRINT NAME
above listed terms and conditions for Harness Racing at First Tracks Cumberland, and hereby confirm
that all of the information that I have provided is true and correct to the best of my knowledge.

| | |
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| <i>Signature</i> | <i>Date</i> |
|------------------|-------------|

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| Received by: | OFFICIAL USE ONLY | Date |
|--------------|-------------------|------|