



# The Maryland Jockey Club

## PURSE RELEASE AGREEMENT

This Purse Release Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, with a principal address of \_\_\_\_\_, \_\_\_\_\_ ("Owner") and the Maryland Thoroughbred Purse Account, Inc., a Maryland corporation, with a principal mailing address of P. O. Box 130, Laurel Maryland 20725 ("Purse Account").

WHEREAS, Owner owns and/or trains thoroughbred race horses that compete at Laurel Park, Pimlico Race Course and Timonium (the "Tracks"); and,

WHEREAS, Owner wishes for payment into Owner's horsemen's account of any winning purse money immediately after the required 72 hour waiting period after the race has been declared official by the Stewards; and,

WHEREAS, the Purse Account has agreed to provide for such payment of purse money on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the terms set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with the intent to be legally bound, agree as follows:

1. The Association agrees that it will release purse money into the Owner's purse account, excluding monies earned for stake races, immediately after the required 72 hour waiting period after the race has been declared official by the Stewards.
2. Owner understands and acknowledges that the purpose of this purse release agreement is to facilitate the release of purse money prior to receipt of drug testing results. Owner agrees that if a drug test sample taken from Owner's horse is reported to the Maryland Racing Commission to be positive for a prohibited substance, Owner, upon written notice from the Commission, shall repay to the Purse Account the purse money earned and paid into Owner's account from the race in which the horse tested positive. Such repayment shall occur immediately, and if such repayment does not occur within fourteen (14) days from the date of notice of the positive test; 1) the MPA shall notify the Maryland Racing Commission and request that the Owner's horse racing privileges be immediately suspended until the purse money is repaid, and 2) Tracks shall not accept any entries from Owner or on his behalf until such time as the purse money is repaid.
3. Owner shall indemnify, defend and hold harmless the Purse Account and the Tracks, their employees, agents, and consultants from and against any and all claims, demands, actions, suits, liabilities, damages and losses, which arise out of or relate to this Agreement.

4. All terms, conditions and obligations described within this Agreement shall be interpreted and governed by Maryland law.
5. No delay, failure or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. Election of one remedy shall not preclude the use of other remedies.
6. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby.
7. Owner may not assign or delegate this Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Association.
8. This Agreement contains the final and entire agreement of the parties and all other agreements, whether oral or written, made with respect to the subject and the transactions contemplated by this Agreement shall have no force or effect. No amendments, supplements or waivers of any provision of this Agreement shall be valid unless by an instrument in writing, signed by both parties hereto.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have signed this Agreement.

**ACCOUNT (RACING STABLE) NAMES:**

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**OWNER:**

**AUTHORIZED ADMINISTRATOR:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

\*\*\* DOCUMENT MUST BE NOTARIZED \*\*\*  
 ORIGINAL COPY MUST BE FILED WITH MTHA RACETRACK OFFICE TO BE ENROLLED IN PROGRAM  
 PO BOX 130, LAUREL, MD 20725  
 CALL 410-902-6844 WITH QUESTIONS OR EMAIL DIANA@MDHORSEMEN.COM.