

HORSEMEN'S WORKERS' COMPENSATION INSURANCE TRUST

APPLICATION TO PARTICIPATE IN THE HORSEMEN'S WORKERS' COMPENSATION INSURANCE TRUST

(To be signed by those who did not sign a renewal form prior to July 15, 2011)

Name of Applicant ("Applicant): _____

Trade name, if different from above: _____

Louisiana State Racing Commission license no. _____ **Email:** _____

Individual (), Corporation (), Partnership (), Limited Liability Company (), Limited Liability Partnership (),
or Other () _____

SSN: _____ **DOB:** _____ **TIN:** _____

Telephone: Home _____ **Cell:** _____ **Fax:** _____ **Barn:** _____

Mailing Address: Street/P.O. Box _____

City: _____ **State:** _____ **Zip Code:** _____

Home Address: Street/Box _____

City: _____ **State:** _____ **Zip Code:** _____

Bookkeeper's Name: _____ **Telephone:** _____

Bookkeeper's Address: Street/Box _____

City: _____ **State:** _____ **Zip Code:** _____

May we contact your bookkeeper directly during any audit of your account? Yes ____ **No** ____

The Applicant named immediately does above hereby apply to the Horsemen's Workers' Compensation Insurance Trust (the "Trust"), a trust organized under the laws of the State of Louisiana, for Workers' Compensation and Employers' Liability indemnity protection to be effective at 12:01 a.m. on July 17, 2011 or on the date and time that this application has been approved by the duly authorized representative of the Trust, whichever is later. If accepted by the Trust, Applicant does hereby constitute and appoint the Trust and/or the Administrator of the Trust as Applicant's agent(s)-in-fact for all matters relating to the Louisiana Workers' Compensation law and/or any other Louisiana laws which impose liability on an

employer for damages sustained by an employee other than as may be imposed by the Louisiana Workers' Compensation Law.

Disclosure Statement

In addition to the terms and conditions contained in the Trust Agreement, as the same may be amended from time to time, and that certain indemnity agreement by which the Trust undertakes and agrees to defend and indemnify, subject to the terms and conditions therein, those Participants who have been accepted by the Trust for workers' compensation and employer's liability coverage with respect to their Louisiana operations (the "Indemnity Agreement"), the Applicant does further agree and acknowledge as follows:

1. Applicant accepts and agrees to be bound by the provisions of the Louisiana Workers' Compensation Act.
2. That, by this reference, the terms and provisions of the Trust Agreement and/or any and all amendments thereto adopted or which may hereafter be adopted by the Board of Trustees of the Trust (copies of which will be provided to Applicant upon request), are hereby adopted, approved, ratified and confirmed by Applicant.
3. Applicant does hereby assume and agree to be bound by all of the terms and conditions of: This Application, the Trust Agreement and any and all amendments thereto, the Indemnity Agreement issued to Applicant, and, if applicable, that certain master policy which provides coverage for workers compensation and employer's liability in certain jurisdictions other than Louisiana (the "Master Policy").
4. Applicant agrees to pay all costs of collection of charges for coverage, including reasonable attorney's fees, litigation expenses, and interest at a rate of twelve percent (12%) per annum from the date such charges were due until paid.
5. Applicant hereby agrees to abide by the rules and regulations of the Board of Trustees of the Trust, and to conform to the terms of the agreement that they may enter into with any authorized service company as long as Applicant remains a member of the Trust.
6. In the event of any changes in Applicant's corporate or business structure, or in the event any locations are to be added or deleted from Applicant's business operations, Applicant shall notify the Trust, in writing, immediately of any such changes, additions or deletions.
7. The direct indemnity protection provided by the Trust shall be for Applicant's Louisiana operations only.
8. If Applicant has selected "All States" Coverage, indemnity protection in those jurisdictions other than Louisiana in which coverage is provided shall be through the Master Policy. The Trust has no indemnity obligations with respect to matters insured under the Master Policy.

9. Applicant agrees to remain a member in good standing of the Louisiana Horsemen's Benevolent and Protective Association 1993, Inc. ("LHBPA") for as long as Applicant's participation in the Trust continues.
10. Applicant agrees to promote, respond to, learn and comply with all safety programs adopted by the Trust, and understands that failure to do so will result in cancellation by the Trust of the Workers Compensation and Employers' Liability indemnity protection afforded to Applicant by the Trust and, if applicable, the Master Policy. Applicant will require Applicant's employees to do likewise.
11. In the event Applicant desires to cancel or terminate its indemnity protection through the Trust and/or the Master Policy, Applicant does hereby agree to give written notice to the Trust at least thirty (30) days prior to the effective date of cancellation or termination.
12. The information set forth on the "LHBPA Workers' Compensation Work List" attached hereto is true, correct and complete as of the date hereof. Applicant agrees to report any changes promptly on the "Changes in your Employee Work List" form, a copy which is attached this to this Application.
13. Applicant has received and read (or has had read to Applicant) a copy of that document entitled "Instructions For Completing Application To Participate In The Horsemen's Workers' Compensation Insurance Program (Coverage Period 2011 – 2012).
14. Applicant hereby elects to apply to the Trust for the following types of coverage:

(Please check the type(s) of coverage you are applying for)

"Farm" Coverage: This coverage is for quarter horse and thoroughbred farms which are located in Louisiana and are not engaged in racing or training activities. This policy covers all farm-related activities on farms located in Louisiana, including activities involving a stallion, broodmare, nurse mare, teaser, foal, weanling or yearling. **If you are engaged in any of these activities and are also engaged in racing or training activities, you should purchase "Farm" coverage IN ADDITION TO the "All States" coverage or the "Louisiana Only" coverage listed below.** The cost for the Farm coverage is 12% of audited farm payroll. There is a \$1,000 minimum annual charge for "Farm" coverage; however, if "Farm" coverage is purchased in conjunction with the purchase of either "All States" coverage or "Louisiana Only" coverage listed below, the minimum annual charge for the "Farm" coverage is \$200.

The selection of the training coverage below is final for the policy year selected and no change will be allowed. The training coverages listed below will not cover any

employee injured in connection with any activity involving a stallion, brood mare, nurse mare, teaser, foal, weanling or yearling up until July 1st of the yearling year. These activities, which are excluded from both of the training coverages listed below will only be covered under the “Farm” coverage which may be obtained from the LHBPA or by a farm policy which may be obtained from a third party.



“All States” Coverage: This coverage is for those trainers who are domiciled in Louisiana or who meet the Louisiana starts requirement discussed below. To qualify as domiciled in Louisiana, you must show acceptable proof of Louisiana domicile (copy of homestead exemption, tax bill, driver’s license, voter registration certificate or homeowner’s insurance). If you are not domiciled in Louisiana, you may qualify if you have at least 100 Louisiana starts in the 12 months ending June 30, 2011. If you do not have at least 100 starts in Louisiana in the 12 months ending June 30, 2011 and are not domiciled in Louisiana, then you may qualify if you had at least 20 starts in Louisiana in the 12 months ending June 30, 2011 and at least 66 percent of your total starts in the 12 months ending June 30, 2011 were in Louisiana. The start fee per horse for races in Louisiana will be \$55. The out-of-state start fee per horse will be \$75. **NOTE: This coverage does not cover activities in the following states: New York, California, Wyoming, Ohio, North Dakota, Washington, and West Virginia. Coverage is not provided anywhere outside of the United States.** The “All States” coverage has a \$1,000 minimum annual charge. No coverage will be provided other than in the United States subject to the states excluded herein.

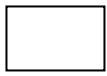


“Louisiana Only” Coverage: This coverage is for those trainers who are not domiciled in Louisiana and do not qualify for “All States” coverage. There is a \$1,000 minimum annual charge for “Louisiana Only” coverage. This minimum charge is sufficient to cover 18 starts in Louisiana. This coverage does not cover any activities outside of Louisiana. Should you have more than 18 Louisiana starts, you are responsible for keeping your workers’ compensation insurance account fully funded at \$55 per start throughout the policy period of July 17, 2011, through July 1, 2012 (12:01 a.m.).

“STAKES PACKAGE”

“Stakes Package” coverage may be purchased by those trainers shipping into Louisiana from another state to run in a stakes race or quarter horse futurity trials held in Louisiana on one or more particular days during a single race meet, not to exceed one or three starts depending on which stakes package is purchased. You will

NOT be able to upgrade the “Stakes Package” coverage to “All States” or “Louisiana Only” coverage by paying the difference.



“One Stake Start” Coverage: This coverage is good for one start in a stake race at one race track. Coverage begins on the date on which the trainer ships in with the stake horse and ends when the horse leaves the race track premises. The trainer must check in with the LHBPA Field Office at the race track upon arrival. This package is also available for quarter horse futurity trials. However, if the quarter horse qualifies, another “One” or “Three Stake Start” package must be purchased in its entirety. The cost of “One Stake Start” coverage is \$500.



“Three Stake Starts” Coverage: This coverage is good for three starts during the coverage period ending June 30, 2012, and may be used for stake or quarter horse futurity trial starts only at one race track during a single race meet. Coverage begins on the date on which the trainer ships in with the horse and ends when the horse leaves the race track premises. The trainer must check in with the LHBPA Field office upon arrival. The cost of “Three Stake Starts” coverage is \$750.

15. The term of the agreement set forth here shall run concurrently with the term(s) of the coverage offered by the Trust, including any such coverage certificates which are issued by the Trust to Applicant. The obligations of Applicant shall continue after the end of the policy period to the extent necessary for the Trustees of the Trust and the Trust’s insurers to administer the affairs of the workers compensation insurance program as those affairs relate to the workers compensation insurance coverage provided to Applicant and to the extent necessary for Applicant to complete his obligations hereunder.
16. Applicant acknowledges that the following charges shall apply:

“All States” Coverage: The charges for “All States” coverage are calculated at a rate of \$55 per start in Louisiana and \$75 per out-of-state start in those other states in which coverage is provided, all subject to a \$1,000 minimum annual charge which must be paid with submission of the application. If you intend to race outside of the United States, you may contact the Trust in writing to see whether any coverage outside of the United States may be available.

“Louisiana Only” Coverage: The charges for “Louisiana Only” coverage are calculated at a rate of \$55 per start in Louisiana, subject to a \$1,000 minimum annual charge which must be paid with submission of the application.

“Farm” Coverage: The charges for “Farm” coverage are calculated at 12% of audited farm payroll. The initial charge for the “Farm” coverage will be based on estimated farm payroll. When applying for “Farm” coverage, you must pay the

greater of the minimum annual charge (\$1,000 if you are only purchasing "Farm" coverage or \$200 if you are purchasing "Farm" coverage in conjunction with either "All States" coverage or "Louisiana Only" coverage) or 25% of your estimated annual charge (your estimated annual charge is calculated at 12% of your estimated annual payroll) with your application and then pay the remainder by making quarterly payments to the Trust at the LHPBA's Main Office. In addition, you must provide the Trust with copies of your quarterly payroll records as such payroll records are filed with the appropriate taxing authorities. You must also update your estimated payroll as reported to the Trust at least quarterly. Your payroll records will be audited at the end of the coverage period and you will be required to pay any additional charges shown to be due. If additional charges are shown to be due following the audit, you may also be responsible for the cost of the audit.

Each trainer holding "All States" coverage or "Louisiana Only" coverage is responsible for timely funding his or her account as needed if the actual number of starts exceeds the number of starts covered by the minimum annual charge. A trainer's failure to timely fund his or her account may result in the scratching of a horse if the funds in the trainer's account are not sufficient to fund the start.

17. Upon request, Applicant will provide all records or things requested by the Trust which pertain to the workers compensation insurance program including, but not limited to, payroll records, records or things pertaining to claims, safety, work lists, audits, and the number of employees employed by Applicant.
18. Applicant has accepted, posted and provided to each employee a copy of the Substance Abuse Rule and Policy, attached hereto and made part hereof, and will deliver a copy of said Substance Abuse Rule and Policy to each new employee. Applicant shall obtain a written receipt from each employee whereby the employee acknowledges receipt of a copy of the said Substance Abuse Rule and Policy.
19. Applicant has not made and will not make any omissions or misstatements of material fact to the Trust in the application process, in the claims process or otherwise.
20. Immediately upon learning of any occurrence which could constitute a workers' compensation claim, Applicant shall notify the Trust of such occurrence in writing and by placing a phone call to Tammy Broussard, Assistant to the Director of Workers Compensation, at 337-356-3025 or, at the Main Office, Mike Fenasci, at 504-945-1555.
21. Applicant hereby authorizes the Trust and its representatives to enter, during normal hours and under reasonable circumstances, any place where Applicant and/or Applicant's employees carry out the work that is related to the workers compensation insurance program or where coverage is provided or where records

or other things relating in any way to the workers compensation insurance program or the coverage provided are or were present. The entry authorized hereby shall be for the purpose of or related to the administration of the workers compensation program, including any claims made thereunder.

- 22. Should Applicant enter the worker's compensation insurance program at any time after July 17, 2011, the charges for any coverage will NOT be prorated. There is a minimum charge (\$1,000 per coverage period, except that the minimum charge for "Farm" coverage when purchased in conjunction with either "All States" coverage or "Louisiana Only" coverage is \$200 per coverage period), regardless of when the coverage begins. All coverage will expire on July 1, 2012 at 12:01 a.m., regardless of when such coverage began.
- 23. Applicant acknowledges that claims by injured employees, negative audit reviews, a failure to follow safety protocols, a failure to timely pay all charges when due, and/or other negative activity may result in higher per start fees, increased charges for Applicant, or cancellation of Applicant's coverage altogether.
- 24. Applicant acknowledges that an indexing inquiry may be obtained by the Trust from previous carrier(s) regarding past claims.
- 25. A detailed claim handling protocol has been developed to ensure that claims are handled in an efficient and equitable manner and brought to a speedy resolution. A copy of a Protocol Handbook will be available to each Participant in the Trust.

By Initialing here, I understand that it is my responsibility to pick up the protocol book from the Field Office and review thoroughly in order to report claims in the correct manner.

By Initialing here, I understand that my failing to follow the correct protocol could cause my current start fee of \$55 per in-state start/\$75 per out-of-state start to rise in price as a result of poor claims handling practices.

- 26. **Applicant acknowledges and agrees that the Trustees of the Trust have the right to deduct any charges for coverage from Applicant's Horsemen's Bookkeeper Account at anytime should Applicant fail to pay any charges when due or in the event the Applicant is not a member in good standing with the LHBPA.**
- 27. Louisiana law shall apply to any and all disputes between Trust and Applicant which in any way arise out of the Application, the Trust, the Indemnity Agreement, any Work List provided by Applicant to the Trust, the workers' compensation insurance program made available to Applicant through the Trust, or any claim for benefits.
- 28. Applicant acknowledges that participation in the Horsemen's Workers' Compensation Insurance Program and the Trust is a privilege, that Applicant has no inherent right to participate in the Horsemen's Workers' Compensation Insurance Program or the Trust, and that the Trustees of the Trust are the sole arbiters as to who may participate in the Horsemen's Workers' Compensation Insurance Program

and the Trust. Applicant further acknowledges and agrees that the Trustees of the Trust may terminate this Agreement and may terminate Applicant's workers compensation and employer's liability insurance coverage, upon reasonable written notice to Applicant, for: (a) any breach by Applicant of any of Applicant's obligations under this Application, the Trust, the Indemnity Agreement, or the Master Policy, (b) Applicant's failure to remain licensed by the Louisiana State Racing Commission, (c) Applicant's failure to remain a member in good standing of the LHBPA, (d) Applicant's failure to pay any charges when due, or (e) for any other good cause.

29. Applicant agrees that he has read the Substance Abuse Rule and Policy For The Horsemen's Workers' Compensation Insurance Program and Participating Employers set forth below and he hereby agrees to observe and comply with said rule and policy:

This substance abuse policy is a guideline to reduce substance abuse in the workplace. It may not prevent substance abuse from occurring. It does not address potential compliance issues with Federal, State or local OSHA or any other regulatory agency standards. Nor is it meant to be exhaustive or construed as legal advice. You should consult with your own legal counsel to address possible compliance requirements.

Scope

The scope of this policy is the establishment of a substance abuse rule and policy that will be adopted by all participating employers ("Employers") who have coverage ("Coverage") pertaining to their employees in the Horsemen's Workers' Compensation Insurance Program ("Program") created and administered through the Horsemen's Workers' Compensation Insurance Trust ("Trust") and that is consistent with public policy and law, especially as provided in Louisiana Revised Statute 23:1081. The Program is that Program implemented pursuant to Louisiana R.S. 4:251 and 4:252.

Purpose

The purpose of these work rules is as follows:

- To establish and maintain a safe, healthy working environment for all employees.
- To reduce the possibility of accidental injury to persons or property.
- To reduce absenteeism, tardiness, and indifferent job performance.
- To follow all applicable state, federal, and local requirements.

Definitions

Alcohol or alcoholic beverage

Defined as any beverage that may be legally sold as alcohol. This includes, but is not limited to, fermented malt beverages, intoxicating liquor and wine.

Drug

Means any substance other than alcohol, which is capable of altering the mood, perception, pain level, or judgment of the individual consuming it, and which is recognized as a drug.

Illegal drug

Means any drug or controlled substance, including prescription drugs, that is not used legally, and those substances listed in Schedules I, II, III, IV and V of the Louisiana Revised Statutes.

Authorized prescribed drug

Means a drug prescribed by a licensed practitioner, and used in the manner, combination, and quantity prescribed, by the person for whom the drug is prescribed.

Prohibited Conduct

Employees shall not introduce, manufacture, distribute, dispense, possess in employee's body or otherwise possess, use or consume alcoholic beverages, drugs, illegal drugs, and unauthorized prescribed drugs while in the course and scope of employment or in or upon the premises or property where employee is carrying out or normally carries out his or her employment duties. Violation of this policy will be cause for disciplinary action, up to and including termination in addition to any and all effects provided by law.

Reporting for work under the influence of an illegal drug, alcohol, drug, or unauthorized prescribed drug is cause for disciplinary action, up to and including termination.

No prescription drugs shall be brought by employee or others upon the premises or property where employee is carrying out or normally carries out his or her employment duties except by the person for whom the drug is prescribed by a licensed practitioner. In such circumstance the prescribed drug shall be used solely in the manner, combination and quantity prescribed. When the use of drugs for medical purposes may affect behavior or performance, employees should advise their supervisor that they are taking such drugs.

Employees are encouraged to voluntarily seek counseling from an Employee Assistance Program as needed and the Trust and the Louisiana Horsemen's Benevolent and Protective Association 1993, Inc. ("LHBPA") will field requests for referral to such programs.

Testing Circumstances: Post-Accident

Employer or the Trustees of the Trust, on behalf of Employer, will conduct a drug and alcohol test whenever any employee is involved in a work-related accident as is provided by law including as provided in Louisiana Revised Statute 23:1081.

All rights of Employer under Louisiana Revised Statute 23:1081 are hereby reserved to Employer.

Employer or the Trustees of the Trust, on behalf of Employer, will also conduct a drug and alcohol test whenever such is deemed prudent or necessary in providing a safe workplace and when the law so permits.

Refusal to Cooperate in Enforcing this Rule and Policy

Refusal of an Employer to cooperate fully in enforcing this Substance Abuse Rule and Policy will constitute grounds for the Trustees of the Trust to terminate the coverage afforded under any Workers' Compensation Insurance Certificate issued to Employer.

Specimen Collection and Collection Procedures

Specimen collection and testing will be conducted in a manner and under conditions which scientifically are generally accepted as being sufficient to reliably produce an accurate result.

Any employee refusing to submit to a drug or alcohol test or leaving the Employer's premises or other work site without permission after being involved in a work-related accident will be subject to disciplinary action up to and including termination in addition to any and all effects provided by law.

Confirmatory Test

If an initial drug test is positive, a confirmation test will be performed on the same specimen.

Notification of Test Results and Record Keeping

The Trust, the LHBPA, Employer and employee shall be notified as soon as is practical of the results of the drug or alcohol test.

Confidentiality

Confidentiality will be maintained as provided by law.

Severability

If any part or portion of this policy is held invalid by any court of competent jurisdiction or is otherwise determined to be invalid for any reason whatsoever, then, in that event, only that part or portion of this policy which is so held or determined to

be invalid shall be invalid, and the remaining parts or portions shall remain in full force and effect.

Law Controls

If any part of this substance abuse rule and policy conflicts with any law, including but not limited to LA. R.S. 23:1081, the law shall prevail as it is not the purpose or intent of this law to waive any rights of Employer as set out in law.

- 30. Applicant further agrees that any and all Substance Abuse Rules and Policies heretofore acknowledged by Applicant as a condition to Applicant's applying for and obtaining workers' compensation insurance coverage through the LHBPA and/or Chartis with respect to prior coverage periods shall also be enforceable by the Trustees of the Trust to the same extent as if the terms "Trustees of the Trust" or "Trust" were substituted wherever the term "HBPA" appeared in such other Substance Abuse Rules and Policies.**
- 31. Attached hereto are receipts and acknowledgements signed by each employee who is listed on the Horsemen's Workers' Compensation Insurance Work List. Applicant covenants and agrees that he will cause each employee hired after the date hereof to execute a receipt and acknowledgement whereby such employee acknowledges receipt of the Substance Abuse Rule and Policy promulgated by the Trustees of the Trust and that he will furnish such receipts and acknowledgements to the Trustees promptly upon demand.**
- 32. Applicant represents and warrants that all Second Injury Fund Employee Questionnaires which are required to be attached to the Application are, in fact, attached to the Application.**
- 33. For each employee who is listed on the Horsemen's Workers' Compensation Insurance List attached hereto, there is attached hereto is an executed Medical Information Release Form, whereby the Trustees and Administrator of the Trust are authorized to request and obtain medical records. Applicant covenants and agrees that he will cause each employee hired after the date hereto to execute a Medical Information Release Form whereby the Trustees and Administrator of the Trust are authorized to request and obtain medical records and will promptly provide such executed Medical Information Release Form.**
- 34. The attached acceptance/rejection of coverage form attached hereto is true and correct in all respects.**
- 35. The person signing this Application on behalf of Applicant certifies that he has the authority to execute this Applicant on behalf of the Applicant.**

Thus done and signed by the Applicant on the _____ day of _____, 20____, in the presence of the undersigned witnesses.

WITNESSES: Name of Applicant: _____
(Please print name)

Signed by Applicant: _____

Name printed: _____

Name printed: _____

THIS SPACE RESERVED FOR COMPLETION BY THE TRUST:

THE FOLLOWING TWO ITEMS MAY BE COMPLETED BY FIELD OFFICE PERSONNEL:

Name of LHBP Employee who received form from Applicant: _____

Date form was received from Applicant: _____

THE FOLLOWING ITEMS ARE TO BE COMPLETED ONLY BY A TRUSTEE, ADMINISTRATOR OR OTHER PERSON SPECIALLY DESIGNATED BY THE TRUST. FIELD OFFICE PERSONNEL ARE NOT AUTHORIZED TO COMPLETE THE ITEMS BELOW:

Application accepted by Trust by: _____

Print Name: _____

Date coverage is effective: _____

Type of Workers' Compensation Insurance Certificate issued: Farm Coverage [], All States Coverage [], Louisiana Only Coverage [], One Stake Start Coverage [], and/or Three Stakes Start Coverage []

Date Workers' Compensation Insurance Certificate issued: _____

Revised 7.15.11)



HORSEMEN'S WORKERS' COMPENSATION INSURANCE WORK LIST

(Add additional sheets as necessary)

Worker's Compensation Classification & Code (Stables & Drivers Code # 8279).

Please list all employees – Employees not listed may not be covered

Name of Employee	Social Security #	LSRC #	DOB	Sex	Full or Part Time	Position	Weekly Pay Rate

Applicant Name: _____
(Please Print)

Location: _____
Please complete a separate form for each location at which you have employees.

Horsemen's Workers' Compensation Insurance Program

Receipt and Acknowledgement of Substance Abuse Rule and Policy By Employee

The undersigned employee hereby acknowledges receipt of the Substance Abuse Rule and Policy of Employer on the date this document was executed. Undersigned employee also agrees to be bound by the terms of that policy and to cooperate in the enforcement of same in order to help achieve a safer work environment.

Employee acknowledges that compliance with the Substance Rule and Policy of Employer is a condition of his or her employment and that among other things that Substance Rule and Policy of Employer prohibits the following:

Employees shall not introduce, manufacture, distribute, dispense, possess in employee's body or otherwise possess, use or consume alcoholic beverages, drugs, illegal drugs, and unauthorized prescribed drugs while in the course and scope of employment or in or upon the premises or property where employee is carrying out or normally carries out his or her employment duties. Violation of this policy will be cause for disciplinary action, up to and including termination in addition to any and all effects provided by law.

Employee Name: _____
(Please print)

Employee Signature: _____ **Date:** _____
(Guardian's signature if employee is a minor)

Social Security: _____ - _____ - _____

LSRC Number: _____ **DOB:** _____

Position: _____ **Male** _____ **Female** _____

Employer Name: _____
(Please print)

SECOND INJURY FUND EMPLOYEE QUESTIONNAIRE

(This form is to be used only after if the applicant has previous or past injuries.)

Please answer the following questions by circling either **Yes** or **No**:

1. Have you ever had a disease or disability arising from your occupation? **Yes No** If YES, please explain:

2. Have you ever received worker's compensation benefits for an injury **Yes No** that occurred at work?
If YES, When : _____
How Long were you on compensation? _____
Name of employer: _____
Nature of Injury: _____
3. Have you ever been rejected for employment, insurance, or military **Yes No** service because of Health? If YES, please explain:

4. Have you ever had back trouble or an injury to your back, head, or neck? **Yes No** If YES, please explain:

5. Do you have any restrictions or limitations upon your physical activities? **Yes No** If YES, please explain:

6. What operations, accidents, broken bones, strains, or serious illnesses have you had?

7. Do you have any other long term health problems or adverse physical **Yes No** conditions? If YES, please explain:

Warning: Pursuant to LSA-R.S. 23:1208.1, I understand that my failure to answer truthfully any of the above questions may result in denial or forfeiture of any right I or my dependents may have to workers' compensation benefits, including medical treatment and expenses.

I acknowledge that I have read or have had the questionnaire read to me and understand this warning.

Print Your Name: _____

Your Signature _____ Date _____

Legal Guardian _____ Date _____

Home Address _____

Home City _____ Home State _____ Home Zip Code _____

Home Phone # _____ Emergency # _____

LSRC# _____ Date of Birth ____ / ____ / _____

My social security number is: _____ - _____ - _____

SUBSTANCE ABUSE AND DRUG POLICY

(PLEASE POST IN A CONSPICUOUS PLACE)

This substance abuse policy is a guideline to reduce substance abuse in the workplace. It may not prevent substance abuse from occurring. It does not address potential compliance issues with Federal, State or local OSHA or any other regulatory agency standards. Nor is it meant to be exhaustive or construed as legal advice. You should consult with your own legal counsel to address possible compliance requirements.

Scope

The scope of this policy is the establishment of a substance abuse rule and policy that will be adopted by all participating employers (“Employers”) who have coverage (“Coverage”) pertaining to their employees in the Horsemen’s Workers’ Compensation Insurance Program (“Program”) created and administered through the Horsemen’s Workers’ Compensation Insurance Trust (“Trust”) and that is consistent with public policy and law, especially as provided in Louisiana Revised Statute 23:1081. The Program is that Program implemented pursuant to Louisiana R.S. 4:251 and 4:252.

Purpose

The purpose of these work rules is as follows:

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- To reduce absenteeism, tardiness, and indifferent job performance.
- To follow all applicable state, federal, and local requirements.

Definitions

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Defined as any beverage that may be legally sold as alcohol. This includes, but is not limited to, fermented malt beverages, intoxicating liquor and wine.

Drug

Means any substance other than alcohol, which is capable of altering the mood, perception, pain level, or judgment of the individual consuming it, and which is recognized as a drug.

Illegal drug

Means any drug or controlled substance, including prescription drugs, that is not used legally any substance, whether it be narcotic or non-narcotic and those substances listed in Schedules I, II, III, IV and V of the Louisiana Revised Statutes.

Authorized prescribed drug

Means a drug prescribed by a licensed practitioner, and used in the manner, combination, and quantity prescribed, by the person for whom the drug is prescribed.

Prohibited Conduct

Employees shall not introduce, manufacture, distribute, dispense, possess in employee's body or otherwise possess, use or consume alcoholic beverages, drugs, illegal drugs, and unauthorized prescribed drugs while in the course and scope of employment or in or upon the premises or property where employee is carrying out or normally carries out his or her employment duties. Violation of this policy will be cause for disciplinary action, up to and including termination in addition to any and all effects provided by law.

Reporting for work under the influence of an illegal drug, alcohol, drug, or unauthorized prescribed drug is cause for disciplinary action, up to and including termination.

No prescription drugs shall be brought by employee or others upon the premises or property where employee is carrying out or normally carries out his or her employment duties except by the person for whom the drug is prescribed by a licensed practitioner. In such circumstance the prescribed drug shall be used solely in the manner, combination and quantity prescribed. When the use of drugs for medical purposes may affect behavior or performance, employees should advise their supervisor that they are taking such drugs.

Employees are encouraged to voluntarily seek counseling from an Employee Assistance Program as needed and the Trust and the Louisiana Horsemen's Benevolent and Protective Association 1993, Inc. ("LHBPA") will field requests for referral to such programs.

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Employer or the Trustees of the Trust, on behalf of Employer, will conduct a drug and alcohol test whenever any employee is involved in a work-related accident as is provided by law including as provided in Louisiana Revised Statute 23:1081.

All rights of Employer under Louisiana Revised Statute 23:1081 are hereby reserved to Employer.

Employer or the Trustees of the Trust, on behalf of Employer, will also conduct a drug and alcohol test whenever such is deemed prudent or necessary in providing a safe workplace and when the law so permits.

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Refusal of an Employer to cooperate fully in enforcing this Substance Abuse Rule and Policy will constitute grounds for the Trustees of the Trust to terminate the coverage afforded under any Workers' Compensation Insurance Certificate issued to Employer.

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Specimen collection and testing will be conducted in a manner and under conditions which scientifically are generally accepted as being sufficient to reliably produce an accurate result.

Any employee refusing to submit to a drug or alcohol test or leaving the Employer's premises or other work site without permission after being involved in a work-related accident will be subject to disciplinary action up to and including termination in addition to any and all effects provided by law.

Confirmatory Test

If an initial drug test is positive, a confirmation test will be performed on the same specimen.

Notification of Test Results and Record Keeping

The Trust, the LHBPA, Employer and employee shall be notified as soon as is practical of the results of the drug or alcohol test.

Confidentiality

Confidentiality will be maintained as provided by law.

Severability

If any part or portion of this policy is held invalid by any court of competent jurisdiction or is otherwise determined to be invalid for any reason whatsoever, then, in that event, only that part or portion of this policy which is so held or determined to be invalid shall be invalid, and the remaining parts or portions shall remain in full force and effect.

Law Controls

If any part of this substance abuse rule and policy conflicts with any law, including but not limited to LA. R.S. 23:1081, the law shall prevail as it is not the purpose or intent of this law to waive any rights of Employer as set out in law.

MEDICAL INFORMATION RELEASE FORM

I, _____, authorize the Trustees or Administrator of the Horsemen's Workers Compensation Insurance Trust to request and obtain all records regarding any work-related or industrial accident in which I was involved or occupational disease which I have contracted. This releases is to include all doctor's reports, follow-up reports, nurses' notes, medical bills, test results, emergency room records, and all hospital records, etc.

A facsimile or photo static copy of this executed release form shall be considered as effective and valid as the original. This release shall remain in effect unless and until specifically rescinded by me.

Employee Signature: _____ Date: _____

FOR OFFICE USE ONLY: Must be completed before filing.

Reviewed By: _____ Date Reviewed: _____

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**Póliza y Reglas sobre el Abuso de Drogas y Sustancias Controladas
Por la
Asociación Protectora y Benevolente de Caballerangos de Louisiana 1993,
Inc. y
Programa de Seguro e Indemnización al Trabajador y
Empresarios Participantes**

Alcance

El alcance de esta póliza es el establecimiento sobre la póliza y reglas del abuso de drogas y sustancias controladas las cuales pueden ser adoptadas por todos los empresarios participantes que tienen una cobertura relevante para sus empleados en la Asociación Protectora y Benevolente de Caballerangos de Louisiana 1993, Inc. y Programa de Seguro e Indemnización al Trabajador la cual es consistente con la ley y póliza publica especialmente proporcionada en los Estatutos Revisados de Louisiana 23:1081. El Programa es ese Programa implementado que prosigue bajo los Estatutos Revisados de Louisiana 4:251 y 252.

Propósito

El Propósito de estas reglas en el trabajo son las siguientes:

- El establecer y mantener un área de trabajo saludable y seguro para todos los empleados.
- El reducir la posibilidad de lesiones y/o daños accidentales hacia personas y propiedades.
- El reducir el absentismo, tardanza, rendimiento, e indiferencia al trabajo.
- El seguir todos los requisitos aplicables estatales, federales y locales.

Definiciones

Alcohol o Bebidas Alcohólicas

Se refiere a cualquier bebida que puede ser vendida legalmente como alcohol. Esto incluye, pero no se limita, a bebidas malteadas fermentadas, vino y licor intoxicante.

Droga

Se refiere a cualquier sustancia (además del alcohol) la cual sea capaz de alterar el humor, percepción, nivel de dolor, o juicio de la persona consumiéndolo, y la cual sea reconocida como droga.

Droga Ilegal

Se refiere a cualquier droga o sustancia controlada , incluyendo medicamentos recetados por el médico , que no sean utilizados legalmente, ya sean narcóticos o no narcóticos, y todas las sustancias en la lista en “Schedules I, II, III, IV y V” en los Estatutos Revisados de Louisiana.

Medicamentos Recetado

Se refiere a cualquier medicamento recetado por un individuo autorizado o médico practicante de medicina con licencia , el cual sea utilizado en el modo correcto. Debe de tener el tipo de combinación del medicamento, la cantidad recetada y el nombre de la persona utilizando el medicamento.

Conducta Prohibida

Los empleados no deberán introducir, fabricar, distribuir, entregar, poseer, llevar consigo, usar o consumir bebidas alcohólicas, drogas, drogas ilegales, o medicamentos recetados por el medico no autorizados durante el curso y el alcance del empleo o en el local o propiedad donde los empleados normalmente llevan acabo sus obligaciones diarias. El violar esta póliza será causa para una medida o acción disciplinaria , y podría incluir hasta el despido, además de las consecuencias correspondientes con la ley.

Presentarse a trabajar bajo la influencia de una droga ilegal, alcohol, droga, o medicamento recetado no autorizado , será causa de una medida o acción disciplinaria, y podría incluir el despido.

Los empleados no deberán llevar consigo ningún medicamento autorizado (que no les pertenezca) cerca del local o propiedad donde los empleados llevan normalmente sus obligaciones diarias, excepto la persona para quienes realmente fueron recetados por un medico. La persona que este utilizando medicamento recetado debe de usarlo solo conforme a la cantidad recetada y en la combinación correcta. Cuando el uso de este medicamento afecte el comportamiento o rendimiento en el trabajo los empleados deben informárselo a sus supervisores lo más pronto posible.

Se le exorta a todos los empleados a buscar voluntariamente cualquier tipo de consejería conforme sea necesario de el Programa de Asistencia al Empleado y la Asociación Protectora y Benevolente de Caballerangos de Louisiana 1993, Inc.'s (HBPA) tendrá solicitudes para tales programas.

Razones para exámenes: Post- Accidente

Los patronos o el HBPA, a nombre de los patronos, conducirán un examen de alcohol y drogas siempre que un empleado tenga un accidente relacionado con

el trabajo. Este examen será echo conforme a las leyes y los Estatutos Revisados de Louisiana 23:1081.

Todos los derechos del patrono bajo los Estatutos Revisados de Louisiana 23:1081 son reservados al Empresario.

Los patronos o el HBPA, a nombre de los patronos, permitirán que nuestra compañía conduzca un examen de alcohol y drogas cuando ellos lo crean prudente o necesario para así poder proporcionar un lugar de trabajo sano y a salvo y cuando la ley lo permita.

Negarse a Cooperar y Cumplir esta Regla y Póliza

Si un empleado se niega a cooperar y cumplir la Póliza y Reglas del Abuso de Substancias el Programa de HBPA podría finalizar la Cobertura que este Programa provee para los empleados.

Colección de Muestras (espécimen) y Proceso de Colección

La colección de muestras y exámenes serán realizados bajo condiciones científicas, las cuales son generalmente aceptadas como resultados suficientes y fidedignas.

El empleado que se niegue a someterse a un examen de alcohol y drogas o que se marche de la compañía , local o propiedad después de tener un incidente relacionado con su trabajo , podrá ser sujeto a una medida o acción disciplinaria o hasta el despido, además de todas las consecuencias correspondientes con la ley.

Confirmación sobre los exámenes

Si inicialmente un examen es positivo, será necesario hacer otra prueba para confirmar los resultados utilizando la muestra previa.

Notificación de Resultados de Exámenes y Registro

El HBPA, los patronos, y empleados correspondientes deberán ser notificados lo mas pronto posible de los resultados de los exámenes de droga y alcohol.

Privacidad

La privacidad de los empleados será mantenida como la ley lo requiere.

Amputaciones

Si alguna parte o porción de esta política es llevada por alguien a un cuerpo de autoridad o a una corte bajo una jurisdicción competente y es invalidada por cualquier razón, entonces solo la parte que sea invalidada lo será, y las secciones restantes que no sean invalidadas deberán continuar y proseguir en completa forma y efecto.

Controles de Ley

Si alguna sección de esta Póliza y Reglas de Abuso de Sustancias esta conflicto con la ley, particularmente los Estatutos Revisados de Louisiana 23: 1081, la ley deberá prevalecer, ya que no es la intención de esta ley el no aplicar los derechos de los empleados.

Su Firma: _____

Fecha: _____

LAHBPA Employee: _____

Date: _____

Formulario- Abuso & Sustancias 07/15/11

Asociación Protectora y Benevolente de Caballeros de Louisiana 1993, Inc.'s

Programa de Seguro e Indemnización al Trabajador

Recibo de Póliza y Reglas del Empleado de Abuso de Sustancias

El empleado que firma consta que reconoce el recibo de la Póliza y Reglas de Abuso de Sustancias del Patrono en la fecha que este documento fue firmado. El empleado también está de acuerdo con términos de esta póliza y a cooperar con el cumplimiento de la misma para así ayudar a mantener un área de trabajo seguro.

Los empleados reconocen que el cumplimiento de la Póliza y Reglas de Abuso de Sustancias es una condición de su empleo además de otras cosas que la Póliza y Reglas de Sustancias del empresario prohíbe como las siguientes:

Los empleados no deberán introducir, fabricar, distribuir, entregar, poseer, llevar consigo, usar o consumir bebidas alcohólicas, drogas, drogas ilegales, o medicamentos recetados por el médico no autorizados durante el curso y el alcance del empleo o en el local o propiedad donde los empleados normalmente llevan acabo sus obligaciones diarias . El violar esta póliza será causa para una medida o acción disciplinaria , y podría incluir hasta el despido, además de las consecuencias correspondientes con la ley.

Su Nombre: _____

(Letra de Molde)

Su Firma: _____ Fecha: _____

Custodia Legal: _____

El Numero de Seguro Social: _____ - _____ - _____

de Licencia LSRC: _____ Fecha de Nacimiento _____

Posicion: _____ Masculino _____ Femenino _____

Nombre del Patrón _____

(Letra de Molde)

Post_Accident_Drug_Screen(spanish) 01 18 07

Cuestionario del Empleado del "Second Injury Fund"

(Esta forma debe ser utilizada solamente por solicitantes con lesiones previas)

Conteste por favor a las preguntas siguientes circundando cualquiera **Sí** o **No**:

1. ¿A tenido o tiene alguna enfermedad o discapacidad a causa de su trabajo? **Sí No**
Si sí, explique por favor: _____
2. ¿A usted recibido beneficios de la compensación de trabajadores por alguna lesión ocurrida en el trabajo?
Sí No Si sí, cuando: _____
Cuanto tiempo estuvo en compensación: _____
Nombre del patrón: _____
Naturaleza de lesión: _____
3. ¿A usted sido rechazado para trabajo el seguro o servicio militar debido a su salud? **Sí No**
Si sí, explique por favor: _____
4. ¿A tenido usted problemas en su espalda o alguna lesión en su espalda, cabeza o cuello? **Sí No**
Si sí, explique por favor: _____

5. ¿Tiene usted alguna restricción o limitación sobre sus actividades físicas? **Sí No** Si
sí, explique por favor: _____
6. ¿Qué operaciones, accidententes, fracturas, distensión o enfermedades serias tiene usted?

7. ¿Tiene usted algún otro problema de salud a largo plazo o condiciones físicas adversas? **Sí No** Si
sí, explique por favor: _____

Advertencia: De conformidad con LSA-R.S. 23:1208.1, entiendo que mi falta de contestar verazmente cualesquiera de las preguntas antedichas puede resultar en el recha zo de mis derechos o los derechos de mis dependientes de la de los trabajadores, incluyendo tratamiento mèdico y costos.

Reconozco que he leído ome han leído compensasion el cuestionario y entiendo la advertencia

Imprima su nombre _____

Su firma _____ Fecha _____

Custodía Legal _____ Fecha _____

La dirección _____

Ciudad _____ Estado _____ Código postal _____

Teléfono de casa _____ De emergencia _____

de Licencia LSRC _____ Fecha de nacimiento ___/___/____

El número de Seguro Social: _____ - _____ - _____

FORMA MÉDICA DEL LANZAMIENTO DE LA INFORMACIÓN

Yo, _____, autorizo a La. H.B.P.A. a solicitar y obtener todos los expedientes relacionados a cualquier accidente de trabajo o enfermedad profesional que he tenido, incluyendo informes del doctor, expedientes médicos, las cuentas médicas, los resultados de exámenes médicos etc. Una copia de esta autorización será considerada tan eficaz y válida como la original. Esta autorización estará vigente hasta que sea revocada por mí

Su Firma: _____

Fecha: _____

FOR OFFICE USE ONLY: Must be completed before filing.

Reviewed By: _____

Date Reviewed: _____

Changes in your Employee Work List

Workers Compensation Classification & Code (Stables & Drivers Code # 8279)

Drop off at any Field Office on each racetrack

Print Member's Name: _____

Please Type or Print

Name of Employee	Social Security #	LSRC #	DOB	S e x	F u l l P a r t	Position	Date Hired	Date Terminated	Weekly Pay Rate

Date: _____

Members Signature: _____

ACCEPTANCE/REJECTION OF COVERAGE

Louisiana law allows sole proprietors, partners and bona fide executive officers of a corporation, each owning not less than ten (10%) percent of the stock therein to accept or reject workers’ compensation for himself/themselves. **EACH SOLE PROPRIETOR, PARTNER, OR SUCH EXECUTIVE OFFICER MUST SIGN FOR ACCEPTANCE OR REJECTION OF COVERAGE BELOW.**

LIST SOLE PROPRIETOR, PARTNERS, OR CORPORATE OFFICERS AND PERCENTAGES OF OWNERSHIP.

1. Name: _____(____%) 3. Name: _____(____%)
Title: _____ Title: _____

2. Name: _____(____%) 4. Name: _____(____%)
Title: _____ Title: _____

ACCEPTANCE

I/We, the undersigned, do hereby agree to pay the ADDITIONAL PREMIUM in exchange for workers’ compensation coverage through the Horsemen’s Workers’ Compensation Insurance Trust.

1. Signature: _____ 3. Signature: _____
2. Signature: _____ 4. Signature: _____

REJECTION

I/We, the undersigned, do hereby elect to reject and be exempt from workers’ compensation coverage through the Horsemen’s Workers’ Compensation Insurance Trust.

1. Signature: _____ 3. Signature: _____
2. Signature: _____ 4. Signature: _____

The above election to accept or reject workers’ compensation insurance coverage will be effective on the inception date of coverage through the fund and will remain in effect for the duration of the member’s participation in the Trust, unless rescinded in writing by the parties making the election.