

HAMBLETONIAN[®] STAKE NO. 88 AND HAMBLETONIAN OAKS (FILLY DIVISION) NOMINATIONS FOR 3-YEAR-OLD TROTTERS TO RACE IN 2013

OWNED BY AND SERVICED BY: The Hambletonian Society, Inc.

FOR: Foals of 2010 (Subject to U.S.T.A. foaling date rules).

TO BE RACED AS: The Hambletonian for 3-Year-Old Trotters (Open) and the Hambletonian Oaks for 3-Year-Old Trotting Fillies (Oaks).

TO BE RACED AT: The Open and the Oaks ("Races") will be conducted at an association and/or a racetrack ("Track") to be awarded by The Hambletonian Society ("Society"). Definite dates will be published in the U.S.T.A. Stakes Guide in the year of the Races. If for any reason it becomes impractical or undesirable, in the opinion of the Society, to hold either one or both of these Races at the Track designated, the Society reserves the right to change the date and/or the location of either Race or both Races.

CANCELLATION: The Society further reserves the right to cancel either Race or both Races if for reasons beyond its control it becomes impractical or undesirable in the opinion of the Society to conduct said Race or Races. If an event is not conducted due to circumstances beyond its control, the Society's responsibility and liability will be limited to refunding without interest nomination, sustaining, and starting fees collected toward canceled Race or Races that have not been disbursed at the time of cancellation. These monies will be prorated among the owners of the horses eligible at the time of cancellation.

PURSE: Hambletonian (Open) To Be Announced ("TBA")

Hambletonian Oaks TBA

NOMINATION FEE: May 15, 2011 \$25 (U.S. Funds only)

Nominated horses must be properly identified to the satisfaction of the Society at the time of nomination, including but not limited to certifying that the nominated horse is registered as a twin or is the only foal of the mare in 2010. The Society will not recognize foals as twins if produced through embryo/ovum transfer. If produced through embryo/ovum transfer, only the donor mare's first born foal in 2010 will be eligible for nomination. The Owner(s) of the nominated horse agree to indemnify and hold the Society and the Track harmless from any and all claims, suits or damages, including attorney's fees, arising out of or related in any way to such certification.

SUPPLEMENTAL NOMINATIONS: There are no supplemental nominations allowed for either the Open or the Oaks.

FUTURE PAYMENTS: Required future payments for this program will be published in the 2012 and 2013 U.S.T.A. Stakes Guide.

DECLARATION: Due for both the Open and the Oaks at the Track where race is being held under the entry rules existing at that Track, at a time and date posted on the condition sheet of the Track.

The entrance fee for the elimination shall be due at time of declaration and payable not later than one hour prior to post time of the elimination race to be contested, or if no elimination is necessary, payable together with the final entrance fee (if specified by the published future payment schedule above) not later than one hour prior to post time of the Final. If a horse qualifies for the Final and is not replaced prior to the official "scratch time" deadline for publication of the program, a second entrance fee (as specified above) may be due upon qualifying for the final and payable not later than one hour prior to post time of the Final. All entrance fees shall be made payable to The Hambletonian Society, Inc.

FILLY NOTICE: A filly, which is properly nominated and sustained, may start in the Open race upon fulfilling the published conditions at the time of declaration for the Open, as well as making up the difference between the nominating and sustaining fee between a colt and a filly.

SUPPLEMENTAL DECLARATIONS: TBA.

PAYMENT DISTRIBUTION: Nomination fees will be divided equally between the two Races. All other payments will be credited to the specific Race.

NOTICE: U.S.T.A. Rule 11, Section 3 provides: "Failure to make any payment required by the conditions constitutes an automatic withdrawal from the event." The Hambletonian Society, Inc. will construe payment to require that cash or check duly honored upon presentation be received at the time specified in U.S.T.A. Rule 12, Section 4.

IMAGE WAIVER: As a condition of participation in either Race or both Races, the Owner ("Owner", which includes all beneficial owners at the time) of the nominated horse(s) ("Horse") hereby grants to the Society, its representatives, successors, and assigns the absolute right to copyright and publish, use or reuse still and motion photographic images of their horses, drivers, trainers, employees, officers and agents, in whole or in part, in composite or in distorted character, with or without use of names, in color or otherwise, for the purpose of promotion, advertising, trade or other lawful purpose in any and all media. Owner waives any right to inspect and/or approve the finished product or the copy that may be used in connection therewith or the use to which it might be applied. Owner further agrees to inform his drivers, trainers, employees, officers and agents of the authority granted to the Society herein, to hold the Society harmless from any and all liability and damages, and to indemnify the Society from same should any such owner(s), driver(s), trainer(s), employee(s), officer(s) and agent(s) challenge the Society's rights as set forth above.

TESTING WAIVER AND CONSENT: As a further condition of participation in either Race or both Races and which are private events owned by the Hambletonian Society, Inc. ("Society"), the Owner of the nominated Horse which has been declared (i.e. entered) to start in the Race hereby grants to the Society, its representatives, employees and agents, including a licensed veterinarian designated by the Society, and assigns the absolute right and authority to:

- 1.) Conduct one or more physical examinations of the Horse at any time prior to the Race, regardless of where it is stabled;
- 2.) Draw blood and other specimens one or more times from the Horse for immediate testing;
- 3.) Freeze or otherwise preserve split-samples of the specimens for future testing and send such samples to a laboratory designated by the Society and;
- 4.) Require, at the sole discretion of the Society, the Horse to stable on the grounds of the Track where the Race is being contested or other designated premises for a reasonable period of time prior to the Race which will be specified by the Society.

After declaration and until the day of the Race, the detection in the Horse of evidence of blood doping agents including, but not limited to, the following: human recombinant erythropoietin, darbepoetin, Aranesp[®], Oxyglobin[®], or Hemopure[®], as well as elevated titers of anti-recombinant antibodies of these agents, shall be considered a violation of these conditions and will result in scratching or disqualification of the Horse from the Race and forfeiture by the Owner of the Starting Fee, whether or not actually paid but which is due at the time of declaration:

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If such evidence is detected after the Eliminations and before the Final of the Race, this shall result in the disqualification of the Horse in the official result of the Elimination, the loss of the purse, if any, and the immediate return of any forfeited purse funds to the Society for redistribution and the Horse will not be allowed to start in the Final. If the evidence is detected after the Final of the Race but prior to the distribution of the purse of the Final, this shall be considered a violation of these conditions and will result in the disqualification of the Horse in the official results of the Elimination and the Final, the loss of the purse, if any, and the immediate return of any forfeited purse funds earned in the Elimination to the Society for redistribution.

If any of the above drugs, medications, substances, or other prohibited substances as described above are detected in future testing of the split-sample taken from the Horse, it shall be considered a violation of these conditions and will result in the disqualification of the Horse, the loss of the purse, if any, and shall require immediate return of any forfeited purse funds to the Society for redistribution.

Should the Society determine that, as a result of any of the above procedures or otherwise, a possible violation of state or provincial racing Commission or Board Rules, including but not limited to rules concerning prohibited substances and/or procedures has occurred, the matter will be referred to the Commission or Board for possible additional action.

The Owner agrees to fully co-operate with the Society to require that his trainer, employees or agents make the Horse available to have blood drawn on demand and/or be examined as described above without prior notice. The Owner understands and agrees that failure to provide access to the Horse or otherwise not co-operating with the Society, its representatives, employees and agents, including a licensed veterinarian designated by the Society, in the exercise of the rights granted herein, may result in scratching the Horse from the Race and forfeiture of the Starting Fee. The Owner further agrees to notify his drivers, trainers, veterinarians, employees, officers and agents of the authority granted to the Society herein, to hold the Society and the Track harmless and indemnify the Society, the association and the Track, its representatives, agents, officers, directors and employees from any and all claims, liability, damages and attorneys fees which may result from any challenge by any such Owner, drivers, trainers, veterinarians, employees, officers and agents or other third parties to the Society's rights as set forth above.

In the event of a post-Race disqualification and redistribution of purse funds paid out, the Owner also agrees to indemnify the Society, the Track, their representatives, officers, directors, employees, and agents from any and all claims, liability, damages, expenses and attorneys fees which any of them may incur in attempting to recover the funds from the Owner, trainer and driver and to redistribute said funds. The owners, trainers and drivers of these horses which are due these funds under the disqualification also agree that the Society, and the Track have no liability for any delay in the recovery or transmission of the funds.

RACING CONDITIONS: The Society will use its best efforts to publish the Racing Conditions for both the Open and Oaks in the 2012 U.S.T.A. Stakes Guide, provided that a contract between the Society and the Track has been executed by January 1, 2012. Otherwise the Racing Conditions for the Races will be published in the 2013 Stakes Guide or available from The Hambletonian Society, Inc. when finalized.

The Society reserves the right to conduct either Race or both Races: at a distance of one mile or greater; in heats on the same date; or in eliminations to be held on the same date as the Final or a week previous. The Open may be conducted in a different format than the Oaks.

MONEY DIVISION: Division of purses for both the Open and Oaks to be announced.

DRIVERS AND TRAINERS FEES: The drivers and trainers fees may be disbursed in accordance with the policy of the Track at the time of the Race.

PROTESTS, INVESTIGATIONS AND/OR DISPUTES: In the event of any protest, investigation or dispute with respect to the results of the Hambletonian Stake No. 88 or any Races related thereto, the Society may, if it is in possession of the purse, at its option deliver the purse, or the disputed portion thereof, to the Track which shall hold such purse in a segregated interest-bearing bank account, to be disbursed by the Track following the final binding and non-appealable determination of any such protest, investigation or dispute. Further, the Owner shall hold the Society and the Track, their officers, directors, members, employees and agents harmless from, against and in respect of any and all claims, actions, losses, damages, liabilities, judgment, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) resulting from any such protest, investigation or dispute.

DISPUTES: In the case of any dispute as to the interpretation of these conditions, the decision of the Executive Committee of The Hambletonian Society, Inc. shall be final. All fees and payments in any race are accepted on the condition that all claims, objections and appeals arising out of these Races or with respect to any interpretation of any rules or conditions of the Races, or otherwise shall be decided by the Executive Committee of the Hambletonian Society, Inc., which decision shall be final and not subject to appeal. Any appeal rights which the owner shall otherwise have are waived.

RULES: The Hambletonian Society reserves the right to add to, amend or delete the conditions of all or any part of the Hambletonian Stake No. 88, without liability including but not limited to:

- a.) eligibility of horses, fees and payments including possibly a second or final entrance fee, racing conditions, format, the amount and distribution of purses to be awarded in each Race, elimination and final heat;
- b.) time and/or date of declarations;
- c.) dates and/or the location of either Race or both Races including the date of the elimination heats;
- d.) other matters that the Society determines to be necessary and appropriate for the proper administration, promotion and implementation of the Hambletonian Stake No. 88.

Unless otherwise specified and except as may be affected by a state or provincial racing Commission or Board, U.S.T.A. rules not in conflict with these conditions of Hambletonian Stake No. 88, or the future amended conditions of the Races, to govern. The conditions and rules shall be those the time of the Races.

NOMINATION AND SUSTAINING CHECKS PAYABLE TO & MAIL TO:

The Hambletonian Society, Inc.
109 South Main St. - Suite 18
Cranbury, NJ 08512-3174