

**HAMBLETONIAN® STAKE NO. 87**  
**and Hambletonian Oaks (Filly Division)**  
**\$2,550,000 Estimated for 3-Year-Old Trotters to Race in 2012**

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**Owned By and Serviced By:**

The Hambletonian Society, Inc.

**For:**

Foals of 2009 (Subject to USTA 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 will be raced over the mile track at the Meadowlands ("Track"), East Rutherford, N.J., as awarded by The Hambletonian Society ("Society"). Both the final races ("Final") of the Open and the Oaks will be raced during daylight hours on the same day. Elimination races, if necessary, will be held one week prior to the Finals. Definite dates will be published in the USTA 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 or both races.

**Cancellation:**

The Society further reserves the right to cancel either or both of the 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 raced 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 events that have not been disbursed at the time of cancellation. These monies will be prorated among the owners of the horses eligible as of the time of cancellation.

**Purse:**

Hambletonian (Open)..... \$1,700,000 (estimated)  
Hambletonian Oaks ..... \$850,000 (estimated)

The purse in the Final of the Open will be no less than \$1,500,000 and \$750,000 for the Final of the Oaks, except as provided below. Total elimination purses for the Open are estimated at \$200,000 or no less than \$70,000 per elimination. Total elimination purses for the Oaks are estimated at \$100,000 or no less than \$35,000 per elimination.

**Added Money:**

By contract with the Society, the New Jersey Sports & Exposition Authority ("NJSEA") will guarantee a total purse of at least \$1,700,000 for the Open to be raced in 2012, except where the total paid in from nomination, sustaining and starting fees for the Open is less than \$850,000. In that case, the NJSEA will add an amount equal to the total amount paid in by the horsemen. Likewise the NJSEA will guarantee a purse of at least \$850,000 for the Oaks, except where the total paid in the above fees is less than \$425,000. In that case, the NJSEA will add an amount equal to the total amount paid in by the horsemen. Furthermore the NJSEA guarantees that the added money for both the Open and the Oaks will be at least 40 percent of the total purse.

**Nomination Fee:**

May 15, 2010 ..... \$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 2009. 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 2009 will be eligible for nomination. The Owner(s) of the nominated horse agree to indemnify and hold the Society and the NJSEA 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: (U.S. funds only)**

	OPEN	OAKS
On 2-Year-Olds		
March 15, 2011 Sustaining Fee.....	\$500.....	\$250
On 3-Year-Olds		
Feb. 15, 2012 Sustaining Fee.....	\$2,250 .....	\$1,125
Initial Starting Fee -- Elimination.....	\$12,500 .....	\$6,250
Final Starting Fee -- Final .....	\$12,500 .....	\$6,250

**Declaration:**

Due at the Track where race is being held under the rules existing at the Track where raced, four (4) days prior to the scheduled date of the elimination races for both the Open and the Oaks.

Starting 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 starting fee 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 starting fee shall be due upon qualifying for the final and payable not later than one hour prior to post time of the Final. All starting fees shall be made payable to the Meadowlands.

**Filly Notice:**

A filly, which is properly nominated and sustained, but not declared to start in the Oaks, may start in the Open race upon 1) proper declaration and 2) payment of a) the starting fees required for the Open race and b) the difference between any lower nominating and sustaining fees for the Oaks and the higher nominating and sustaining fees for the Open race. In such event previous payments in the Oaks shall remain therein and shall be forfeits. A filly may not declare or enter in both races.

Filly Declaration for the Open..... \$1,375 plus Starting Fees

**Supplemental Declarations:**

There are no supplemental declarations allowed for either the Open or the Oaks.

**Payment Distribution:**

Nomination fees will be divided equally between the two races. All other payments will be credited to the specific race.

**Notice:**

USTA 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 USTA Rule 12, Section 4.

**Image Waiver:**

As a condition of participation in the Open and/or Oaks, the Owner ("Owner," which includes all beneficial owners at the time) of the nominated horse(s) 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 its 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 the Hambletonian Stake No. 87 ("Race"), which includes the Open and the Oaks and which is a private event owned by the Hambletonian Society, Inc. ("Society"), the Owner ("Owner," which includes all beneficial owners at the time) of

the nominated horse ("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 Meadowlands ("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:

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 New Jersey Racing Commission ("NJRC") Rules, including but not limited to rules concerning prohibited substances and/or procedures has occurred, the matter will be referred to the NJRC for possible additional action.

The Owner agrees to fully cooperate 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 NJSEA 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 NJSEA and 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, the NJSEA and the Track have no liability for any delay in the recovery or transmission of the funds.

#### **Racing Conditions:**

Both the Open and Oaks will be raced under the following conditions:

Single Dash. If ten (10) or fewer horses are declared to start, the race will be run as a single dash. If eleven (11) are declared to start, the race will be run as a single dash with one trailing horse in a second tier. In either case, post positions determined by an open draw and no elimination races are required.

Eliminations and Qualifying for the Final. Eliminations, as described below, will be held one week prior to the Final race. Elimination races will be held in accordance with USTA rules; except as set forth below:

1) No Second Tier. It is the Society's intention that, with the exception of eleven (11) horses declaring to start, there be no second tier in any race; consequently

a) If two or more horses tie (including dead-heats) for the last qualifying position or positions in the finish of any elimination race(s), thereby "qualifying" more horses than can be accommodated in a single tier (10 horses), the remaining qualifying horses to advance to the Final shall be selected based on a horse's lifetime earnings, as compiled by the USTA, including any elimination race earnings. Once the single tier has been filled, all other tied horses shall be deemed eliminated.

b) If there are elimination races, qualifying horses that did not finish in a dead-heat in one elimination race shall receive preference over any horses with the same official order of finish where a dead-heat resulted in another elimination race.

c) Finally if, and only if, tied horses have equal lifetime money earnings, preference will be determined by lot.

d) Any horse which qualifies for the Final by virtue of its finish in an elimination race but is disqualified and scratched from the Final after the elimination race has been declared official, due to violation of NJRC Rule 13:71-23.1 et seq. or as a violation of these conditions as specified in the TESTING WAIVER AND CONSENT, will be replaced by the next horse that placed highest in the official order of finish as provided herein, but did not qualify for the Final.

2) Elimination Plans. With the intention to make fields of equal caliber, eliminations will be seeded by a predetermined formula based on money earnings, as well as the rules of the New Jersey Racing Commission regarding the separation of common ownership and trainer interests; the precise procedure to be determined and published by the Society.

a) If more than 11, but not more than 20 horses are declared to start, two (2) elimination races will be held and the first five (5) horses in the official order of finish from each race will return providing ten (10) horses for the Final. In the event of a dead heat for a last position to qualify or advance to the Final, a fifth-place horse that was not in a dead heat, will have preference over any fifth-place horse finishing in the dead heat.

b) If more than 20, but not more than 30 horses are declared to start, three (3) elimination races will be held and, if there are no dead heats for the last qualifying positions, the first three (3) horses in the official order of finish from each race will return for the Final, plus the one (1) horse finishing fourth with the highest lifetime earnings, to provide ten (10) horses for the Final. In the event of a dead-heat for third in one or more of these three (3) elimination races, the dead-heat horses with the highest lifetime earnings would advance to the Final. As above, third-place horse(s) that were not in the dead heat, will have preference over any of those third-place horses in any elimination races having a dead heat(s).

c) If more than 30, but not more than 40 horses are declared to start, four (4) elimination races will be held and the first two (2) horses in the official order of finish will return for the Final plus the two (2) horses finishing third with the highest lifetime earnings, if necessary, to provide ten (10) horses for the Final in a manner consistent with the above procedures.

d) If more than 40 horses are declared to start, eliminations will be held and ten (10) horses will return for the Final with dead-heat qualifiers advancing to the Final race based on the horse's lifetime earnings, consistent with the provisions described above.

3) Post Positions. Post positions for all races will be determined by an open draw with the exception that the elimination winners, in an order determined by lot, may choose their post position for the Final. The owner(s), or designated agent, of each winner must select the post position by a time specified by the Society, or that elimination winner will be placed in the open draw with the rest of the Final field.

4) Also Eligibles. In addition, two horses will be selected from those in the eliminations that do not qualify for the Final to be designated "Also Eligible" ("AE") for each Final. The preference to determine which is the first "Also Eligible" ("AE1") shall be determined by taking the horse that placed highest in the official order of finish of all elimination divisions, but did not qualify for the Final; in the event horses are equal in the finish position, final preference will be determined by the highest lifetime earnings. The other horse will be the second "Also Eligible" ("AE2").

5) Replacing Scratched Horses: Scratched horses in the Final (including those disqualified as addressed in the above paragraph 1) d) will be replaced in the following manner: a) If post positions have not been drawn the AE horse will take its place in the normal draw; b) If post positions have already been drawn, the AE horse will assume the position on the outside of the remaining starters in the front tier of the starting gate, in the order determined in the above paragraph. The AE2 horse, if drawn in by a second scratched horse, will start outside the AE1 horse. No horse will be moved into the Final as a replacement after the official "scratch time" deadline for publication of the official program, unless the "Also Eligible" horse(s) have been published in the official program in accordance with racing commission rules.

6) Race-Day Medication. No horse shall be permitted to race in the Open or the Oaks with Phenylbutazone (Butazolidin™) or Furosemide (Salix™, formerly Lasix) and/or Aminocaproic Acid (Amicar™).

7) Detention/Retention. All starters in the eliminations and the Final are subject to the detention policy of the Track.

8) Front Paddock. At the discretion of the Society, and except where prohibited by regulatory considerations such as quarantine of foreign horses, all horses in the elimination races and/or the Final of the Open may be required to race from the front paddock of the Track.

**Money Division:**

Purses for both the Open and Oaks will be divided 50-25-12-8-5%.

**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. 87 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:**

Unless otherwise specified and except as may be affected by New Jersey Racing Commission rules, USTA rules not in conflict with these conditions to govern. Except as provided above, the rules shall be those in effect at the time of the race.

**Nomination and Sustaining Checks Payable to and Mail To:**

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