

# MATRON SERIES FOR 2009

## EIGHT SEPARATE COLT & FILLY RACES

### EARLY CLOSING EVENTS FOR 2-YEAR-OLD AND 3-YEAR-OLD TROTTERS & PACERS IN 2009

OWNED AND SERVICED BY: The Hambletonian Society, Inc.

SPONSORED BY: Dover Downs.

FOR: Foals of 2006 and 2007 (Subject to U.S.T.A. Foaling Date Rules).

Nominated horses (including supplemented 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 or supplemented horse is registered as a twin or as the only foal of the mare in the year of foaling, or, if produced through embryo/ovum transfer, is the donor mare's first born foal that year. The Owner(s) of the nominated or supplemented horse agree to indemnify and hold the Society and the Sponsor harmless from any and all claims, suits or damages, including attorney's fees, arising out of or related in any way to such certification.

**TO BE RACED AS:** Eight races. Colt and Filly divisions for 2-year-old and 3-year-old trotters and pacers.

**TO BE RACED AT:** Dover Downs, Dover Delaware. 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 Hambletonian Society (Society), to hold either one or more of these races at the track designated, the Society reserves the right to change the date and/or the location of either any or all races.

**CANCELLATION:** The Society further reserves the right to cancel either one or more 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 Entrance 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:

Actual 2008 total purses were:	TROT	PACE
2-Year-Old Colt .....	\$318,700 .....	\$342,600
2-Year-Old Filly .....	\$259,400 .....	\$302,200
3-Year-Old Colt .....	\$345,701 .....	\$307,300
3-Year-Old Filly .....	\$328,652 .....	\$329,101

**ADDED MONEY:** Dover Downs will add \$20,000 to each of the four 2-year-old events and \$25,000 to each of the 3-year-old events.

**PAYMENTS:** (U.S. Funds only)

On 2-Year-Olds:

March 15, 2009 -- 1st payment (nomination) .....	\$300
April 15, 2009 -- 2nd payment (sustaining) .....	\$400
May 15, 2009 -- 3rd payment (sustaining) .....	\$500
Entrance Fee .....	\$1,000

On 3-Year-Olds:

February 15, 2009 -- 1st payment (nomination) .....	\$500
March 15, 2009 -- 2nd payment (sustaining) .....	\$600
April 15, 2009 -- 3rd payment (sustaining) .....	\$750
Entrance Fee .....	\$1,500

Nominated horses must be properly identified to the satisfaction of The Hambletonian Society at the time of nomination.

**SUPPLEMENTAL NOMINATIONS:** There are no supplemental nominations allowed for any of these races.

**DECLARATION:** Entrance Fee shall be due with declaration to start at the track where the race is being held at the time and date posted on the Condition Sheet and payable not later than one hour prior to post time of the first race to be contested. All Entrance Fees shall be made payable to The Hambletonian Society Inc. There shall be no refunds for scratched horses.

At the time of declaration a starter must meet the qualifying standards of Dover Downs. A horse will have been considered to have met Dover Downs' qualifying standard if it has a clean charted line (no breaks) and meets the current time requirement of Dover Downs within 30 days of declaration.

#### SUPPLEMENTAL DECLARATIONS:

On 2-Year-Olds .....	\$20,000
On 3-Year-Olds .....	\$25,000

Supplemental declarations are due & payable at the track where the race is being held at the time and date posted on the Condition Sheet. All starting and supplemental Entrance Fees shall be made payable to The Hambletonian Society.

**PAYMENT DISTRIBUTION:** All fees will be credited to the specific race.

**TRANSFER:** Eligibles changing gait may be transferred at any time. Payments already made remain with the original gait.

**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.

**WAIVER:** As a condition of participation in the Matron Series For 2009, the Owner(s) 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(s) 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(s) further agrees to inform his drivers, trainers, employees, officers and agents of the authority granted to the Society herein, to hold Society harmless from any and all liability and damages, and to indemnify the Society and the Sponsors from same should any such owner(s), driver(s), trainer(s), employee(s), officer(s) and agent(s) challenge Society's rights as set forth above.

**RACING CONDITIONS:** All events one dash at one mile. There will be Eliminations or, at the discretion of the Sponsor, a Preview race held approximately one week prior to each of the Finals. Declarations for the Finals and for the eliminations or preview events will close at the time and date posted on the Condition Sheet. All horses qualifying for the Finals must be properly declared with the Race Secretary by the time of closing.

Eliminations (or the Preview) will race for 25% of the total purse excluding supplemental Entrance Fees, divided equally among the total number of eliminations. The Final will be contested for the remaining 75% plus any supplemental Entrance Fees.

If eight (8) or fewer starters are declared, a Preview race may be held at the discretion of the Sponsor on the scheduled date of the eliminations. If a Preview race is held, all declared horses must race in the Preview in order to be eligible to race for the final. The Entrance Fee for all horses declared at the time of closing shall be payable not later than one hour prior to post time of the Preview.

If nine (9) or more are declared to start, the event will be held with eliminations and one of the following elimination plans will be used:

If more than eight (8), but less than twelve (12) are declared, one (1) elimination event is required, the first eight (8) finishers will be eligible for the Final.

If twelve (12) or more, but less than twenty-three (23) are declared, at least two (2) elimination events are required. If two (2) eliminations are held, the first four (4) finishers from each division will be eligible for the Final.

*Drafted: November 3, 2008*

*Approved: \_\_\_\_\_*

*Signature: \_\_\_\_\_*

If three (3) elimination events are held, the first two (2) finishers in each division plus the two (2) third place finishers with the highest lifetime earnings as compiled by the U.S.T.A. will be eligible for the Final, making a field of eight (8).

If four (4) or more eliminations are held, eligible horses will be selected for a Final field of eight (8) in a method consistent with the above procedures.

In the event that horses eligible for the Final are not declared for the Final, additional horses from the eliminations will be selected from those properly declared by taking the horse(s) that placed highest in the official order of finish of the eliminations for a Final field of eight (8).

Should two or more horses tie for the final position(s) by virtue of their finish in the elimination race or races, thereby "qualifying" more horses than can be accommodated in a single tier, preference shall be given to the horse(s) with the highest lifetime earnings as compiled by the U.S.T.A., until there remains the number of horses permitted in a single tier.

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 the 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. The other horse shall be "AE2".

Should two or more horses tie for either "AE1" or "AE2" by virtue of their finish in the elimination race or races, preference shall be given to the horse(s) with the highest lifetime earnings as compiled by the U.S.T.A..

The Sponsor reserves the right to reject the declaration and return the Entrance Fee of any entrant. A minimum of five (5) separate betting interests are required in any event or the Sponsor, at its discretion, may cancel the race.

Ownership and stable entries will be seeded by lot in the eliminations when possible. Post positions for all races will be determined by an open draw.

All starters are subject to the detention policy of the race track.

MONEY DIVISION: Purses for all races will be divided 50-25-12-8-5% and paid by the Hambletonian Society

DRIVERS AND TRAINERS FEES: The drivers and trainers fees will be disbursed by the Hambletonian Society 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 Matron Series For 2009 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 Executive Committee of the Hambletonian Society, Inc.

RULES: Unless otherwise specified hereinabove and except as may be affected by the Delaware Harness Racing Commission rules, U.S.T.A. rules not in conflict with these conditions to govern, as well as the track rules & regulations of Dover Downs. 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, N.J 08512-3174

*Drafted: November 3, 2008*

*Approved: \_\_\_\_\_*

*Signature: \_\_\_\_\_*