

# Dayton Derby

## Early Closing Event For Three-Year-Old and Older Horses, Mares & Trotters; \$175,000 Guaranteed Estimated Each

### Note:

Hollywood Gaming at Dayton Raceway reserves the right to add to, amend or delete the conditions of all or any part of the Dayton Pacing Derby, Dayton Trotting Derby and Dayton Distaff Derby, without liability.

### Owned By:

Hollywood Gaming at Dayton Raceway.

### Serviced By:

The Hambletonian Society, Inc.

### For:

Foals of 2018 and Older (Subject to USTA Foaling Rules)

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 2018 or prior to 2018. 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 2018 or prior to 2018 will be eligible for nomination. The Owner(s) of the nominated horse agree to indemnify and hold the Society and the Sponsors 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:

Dayton Pacing Derby, Dayton Trotting Derby and Dayton Distaff Derby.

### To Be Raced At:

Hollywood Gaming At Dayton Raceway, Dayton, Oh. Definite date will be published in the USTA Stakes Guide in the year of the race. If for any reason it becomes impractical or undesirable, in the opinion of the Sponsors, to hold this race at the Host Track designated the Sponsors reserve the right to change the date and the location of the races.

### Cancellation:

The Sponsors further reserve the right to cancel the race if for reasons beyond their control it becomes impractical or undesirable in the opinion of the Sponsors to conduct said race. If an event is not raced due to circumstances beyond their control, the Sponsors' responsibility and liability will be limited to refunding without interest nomination, sustaining and Entrance Fees collected toward canceled event 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:

Each division will have a guaranteed purse of \$175,000. The Consolation for each division will have a guaranteed purse of \$75,000

### Payments (U.S. Funds only):

February 15, 2021 – 1st payment (nominating)..... \$750  
March 15, 2021 – 2nd payment (sustaining) .....\$1,000  
April 15, 2021 – 3rd payment (sustaining).....\$1,250  
Entrance Fee ..... \$2,500  
Consolation Entrance Fee .....\$1,000  
The sponsor reserves the right to deduct from the paid in nominating and sustaining fees funds to pay the Hambletonian Society fees for administration of the races.

### Declaration:

All declarations for these events will close at the time and date designated on the condition sheet. Declaration fees shall be made payable to the Host Track and are due at the time of declaration and payable before the horse starts. There are no refunds for scratched horses. At the time of declaration, horses declared to race in these events must have a clean charted line within 45 days of the date of entry that meets the current time standards at the Host Track.

### Supplemental Nominations and Declarations:

Horses may pay a one-time "Catch Up" nomination fee of \$10,000 due on August 15, 2021. This payment would be due to the Hambletonian Society and postmarked no later than August 15, 2021.

### Payment Distribution:

All payments will be credited to the specific race.

### Notice:

USTA Rule 12.04 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 12.02.

### Waiver:

As a condition of participation in either the Dayton Pacing Derby, Dayton Trotting Derby or Dayton Distaff Derby, the Owner(s) of the nominated horse(s) hereby grants to the Sponsor, 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 Sponsor herein, to hold Sponsor harmless from any and all liability and damages, and to indemnify the Sponsor from same should any such owner(s), driver(s), trainer(s), employee(s), officer(s) and agent(s) challenge Sponsor's rights herein as set forth above.

### Racing Conditions:

The nine (9) highest 2021 money earners amongst those that properly declare will race in the Main event. The Consolation will be limited to the next nine (9) highest 2021 money earners who properly declare. All other properly declared and qualified nominees, including also eligibles that do not draw in to either the Main event or Consolation, are eligible to have their nomination and sustaining fees refunded in full and shall not be liable for the entry fee. The Host Track reserves the right to reject and return the entry fee. All starters are subject to the detention policy of the Host Track.

### Money Division:

One-percent of the purse shall be awarded to each horse finishing sixth through ninth. The remaining balance of the purse shall be distributed 50% - 25% - 12% - 8% - 5%.

**Drivers and Trainers Fees:**

The drivers and trainers fees may be disbursed in accordance with the policy of the Host Track at the time of the race.

**Disputes:**

In the case of any dispute as to the interpretation of these conditions, the decision of the Sponsors 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 Sponsors.

Hollywood Gaming at Dayton Raceway, at its sole discretion as to what it determines to be in the best interest of the Races, reserves the right to refuse the participation of any entry or proposed entry. Any horse owned or trained by an owner or trainer who is arrested, indicted or is the subject of a filed governmental criminal information charging such person with administering, selling, sponsoring or encouraging the sale or use of illegal medications or the illegal or unethical treatment of animals will be ineligible to race in any of the races owned by Hollywood Gaming at Dayton Raceway. Such ineligibility shall commence on the date of such arrest, indictment or information and continue for a minimum of 60 days from the time of the transfer of ownership of the horse and/or the change of trainers to a bona fide separate and unrelated licensed owner or trainer, as the case may be. All payments may be subject to forfeiture

**Rules:**

Unless otherwise specified and except as may be affected by the rules of the state Commission or Board, USTA rules not in conflict with these conditions to govern, as well as the track rules & regulations of the Host Track. The rules shall be those in effect at the time of race. A minimum of seven (7) separate betting interests may be required in any event or the event may be cancelled

**Make Nomination and Sustaining Checks****Payable To and Send To:**

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