# MATRON SERIES FOR 2019 Eight Separate Colt & Filly Races Early Closing Events For 2-Year-Old and 3-Year-Old Trotters & Pacers in 2019

#### Owned and Serviced By:

The Hambletonian Society, Inc.

# Sponsored By:

Dover Downs.

#### For:

Foals of 2016 and 2017 (Subject to USTA 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 USTA 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 2018 total purses were:

	TROT	PACE
2-Year-Old Colt	\$158,000	\$213,000
2-Year-Old Filly	\$177,800	\$179,100
3-Year-Old Colt	\$210,150	\$193,750
3-Year-Old Filly		

## **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:

On 2 Tear Olds.	
March 15, 2019 – 1st payment (nomination)	\$300
April 15, 2019 – 2nd payment (sustaining)	\$400
May 15, 2019 – 3rd payment (sustaining)	\$500
Entrance Fee	\$1,000
On 3-Year-Olds:	
February 15, 2019 – 1st payment (nomination)	\$500
March 15, 2019 – 2nd payment (sustaining)	\$600
April 15, 2019 – 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:**

Declarations for each event will close at a single time and date as posted on the condition sheet. After declaration to start has been made no qualifying horse shall be withdrawn except by permission of the judges.

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 45 days of declaration.

## **Supplemental Declarations/Entries:**

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

For horses for which the supplemental entrance fee is paid, no other fee of any kind is required. The supplemental entrance fee is non-refundable once the horse is declared to start unless the horse dies between the time of declaration to start and the start of the race. Regardless of earnings, supplement entries will draw into race.

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 entrance 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:

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 the Matron Series For 2019, 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:**

One dash at one mile. The Race(s) will be limited to the eight (8) highest money earners, except as provided herein, in 2019 as determined by the USTA amongst those that enter for each race except as provided below. There may be two (2) "Also Eligibles" drawn for the Race.

If a horse does not draw in to the Race, all payments will be refunded to the owner of the horse at time of declaration, provided that the horses meets the current qualifying standards at Dover Downs and in addition such horses, in order to qualify for a refund, must have minimum 2019 seasonal earnings of \$40,000 for 3-year-olds and \$20,000 for 2-year-olds.

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.

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 2019 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 and except as may be affected by a state or provincial racing Commission or Board, USTA rules not in conflict with these conditions or the future amended conditions in the year of the race to govern, as well as the Track rules & regulations. The conditions and rules and regulations shall be those in effect at the time of the race.

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

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