

**CANE PACE 2019
and Shady Daisy Pace (Filly Division)
For 3-Year-Old Pacers in 2019**

Owned By:

Freehold Racing Association. ("Freehold")

Sponsored By:

New Meadowlands, LLC ("Meadowlands")

Serviced By:

The Hambletonian Society, Inc. ("Society")

To Be Raced As:

Two races ("Races", individually "Race"): Cane Pace for 3-Year-Old Pacers ("Open") and the Shady Daisy Pace for 3-Year-Old Pacing Fillies (Filly Division).

To Be Raced At:

To be determined ("Track"). Definite dates will be published in the USTA Stakes Guide in the year of the Races. 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 Sponsor, to hold one or both of these Races at the Track designated, the Sponsor reserves the right to change the date and/or the location of the Track for either any or both Races.

For:

Foals of 2016 whose sires were foaled in 2008 or earlier (five-year-olds or older in 2015, the year of breeding) and foals of 2016 by younger Stallions as provided below.

Stallion Restriction:

Those foals of 2016 sired by Stallions which were four-year-olds or younger in 2015 are NOT ELIGIBLE, unless they meet the one of the following exemptions:

- 1) The Stallion serviced mares and started a minimum of six (6) times after April 1 in its four-year-old season (2014), or;
- 2) The Stallion develops a condition while in training that prevents him from racing competitively for the four year old season or;
- 3) The Stallion did not start at least six (6) times in its three-year-old season (2013), or;
- 4) The Stallion did not start after August 1 of its three-year-old season, or;
- 5) The Stallion did not earn more than \$500,000 in its three-year-old season (including any foreign earnings as calculated by the USTA), or;
- 6) A licensed veterinarian of the Stallion Owner's choice ("Owner," which includes all beneficial owners at the time, as well as lessee(s) or managers) has certified to the Sponsor that in his/her opinion, the Stallion in question would be unfit to race competitively in its four-year-old season (2014) due to unsoundness or another serious medical condition. That certification must be in writing and accepted by the Sponsor in writing prior to the Stallion commercially servicing any mares. The Sponsor reserves the right to have the Stallion in question subsequently examined by licensed veterinarians on staff at a university veterinary school in close proximity to the physical location of the Stallion for confirmation or rejection of the prior findings regarding the Stallion's fitness to race at age four. The confirmation or rejection by the university staff will be accepted as final regarding the eligibility of the progeny of the Stallion in question. The Sponsor shall bear the full expense of the university veterinary school examination of the Stallion and written certification of their opinion of the fitness of the Stallion in question. It is strongly advised that the above written acceptance by the Sponsor be received by the Owner of said Stallion prior to booking any mares to the Stallion in order that the eligibility of the Stallion's foals is determined for all affected parties. The Owner of the Stallion shall solely be responsible for notifying the Owner(s) of mares booked to breed to the Stallion as to the eligibility, or lack thereof, to any and all stakes affected by the rules herein.

Further, the decision of the Sponsors ("Sponsors," which includes all owner(s) of the Race, any party that adds funds to the Race, the Track and the Society) on the above shall be final and not subject to appeal. Both the Owner of the nominated foal and the Stallion Owner hereby

covenant, agree and affirm that any and all appeal rights in law or equity that the such Owner otherwise may have with respect to the decision of the Sponsors is hereby released, waived and terminated.

Both the Owner of the nominated foal and the Stallion Owner hereby agree to indemnify and hold harmless the Sponsors, their officers, directors, employees, agents and representatives (each, an "Indemnified Party") against any loss, damage, expense (including reasonable attorneys' fees and court costs) or other liability suffered or incurred by the Indemnified Party (collectively, "Damages") by reason of, related to, or in connection with the decision of the Sponsors as to the eligibility of any 2-year-old to race in 2018 or any 3-year-old to race in 2019, including, but not limited to, Damages incurred as a result of a challenge to or appeal of the Sponsors' decision by any successor or subsequent Owner of the nominated foal, a breeder of the nominated foal, the owner of the sire or dam of the nominated foal or any other party purporting to have an interest in this matter.

The Sponsors reserve the right to add to, amend, or delete any of the above language as it deems necessary in its best interest without liability.

The age of all nominated foals is subject to USTA foaling date rules.

Cancellation:

Freehold, Meadowlands and the Track further reserve the right to cancel either one or more of the Races if for reasons beyond their control it becomes impractical or undesirable in their opinion to conduct said Race or Races. If an event is not raced due to circumstances beyond their control, the Sponsors' responsibility and liability ("Sponsors," which includes all stakes owner(s) of the Races, including: Freehold, any Party that adds funds to the Race or Races, Meadowlands, the Track where the Races are conducted and the Society) 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. If canceled after the first 2-year-old payment, these monies will be prorated among the owners of the horses eligible at the time of cancellation. If canceled prior to the first 2-year-old payment, the nomination fees will be refunded to the nominators.

Estimated Purse:

Cane Pace (Open) \$350,000 (estimated)
Shady Daisy Pace (Filly Division) \$120,000 (estimated)

Actual 2016 Total Purses Were:

Cane Pace\$320,000 (Final)
Shady Daisy\$94,675 (1 division)

Added Money:

The Sponsor will add a minimum of \$100,000 to the Open and will add \$15,000 to the Filly Division.

Nomination Fee:

May 15, 2017\$25 (U.S. Funds only)

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 either the Open or the Filly Division.

Future Payments: (U.S. Funds only)

	OPEN	FILLIES
On 2-Year-Olds		
March 15, 2018 Sustaining Fee	\$400	\$200
On 3-Year-Olds		
February 15, 2019 Sustaining Fee	\$800	\$400
Entrance Fee	\$5,000	\$2,000

Declaration:

Not refundable. Entrance fee shall be due with declaration at the time posted on the Condition Sheet.

Entrance fee shall be due at time of declaration and payable not later than one hour prior to post time of the Race to be contested. All entrance fees shall be made payable to the Host Track.

At the time of declaration, horses declared to race in these events must have a past performance line that meets the current qualifying standards for stakes/added money races at the Host Track

Filly Notice:

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

Filly Declaration for the Open.....\$5,600

Supplemental Declarations:

Three-year-old pacers not otherwise eligible may enter and start in their respective divisions by payment of a supplemental entrance fee due with intent to start in the Race, at a prescribed time and day scheduled by the Track:

Cane Pace (Open).....\$35,000
Shady Daisy (Filly Division)..... \$7,500

The supplemental entrance fee shall be due at time of declaration and payable not later than one hour prior to post time of the Race to be contested. All supplemental fees shall be made payable to the Host Track.

Payment Distribution:

All nomination and other 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 the Cane Pace 2019 (the Open and/or Filly Division), the Owner(s) of the nominated horse(s) hereby grants to the Sponsors, their 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 Sponsors herein, to hold the Sponsors harmless from any and all liability and damages, and to indemnify the Sponsors from same should any such owner(s), driver(s), trainer(s), employee(s), officer(s) and agent(s) challenge Sponsors' rights as set forth above.

Racing Conditions:

All Races will be at one (1) mile and all Races will be drawn by lot, except that entries will be separated, if an elimination format is used, whenever possible. Post positions for all Races will be determined by an open draw.

All starters are subject to the detention policy of the Track.

The Sponsor at its sole discretion reserves the right to conduct one or both of these Races: 1.) on a single date with top "N" format and possibly, at the discretion of the sponsor, a consolation race or races as determined by the number of entries; 2.) or in a format either with eliminations in the previous week to the final or; 3.) in divisions. The format will be published the year of the Races.

Top "N" Format:

The Races will be limited to the ten (10) highest money earners in 2019 as determined by the USTA amongst those that enter for each race. The Consolation, if any, will be limited to the next ten (10) highest 2017 seasonal money earners. A minimum of seven separate interests entries may be required for a consolation to be contested at the discretion of the sponsors. There may be two (2) "Also Eligibles" drawn for the Races and the Consolation. Those designated as "Also Eligibles" in the Races will be drawn into the Consolation, but may be eligible to be drawn into the Race at scratch time. There is no entrance fee for the Consolation. Horses may not opt out of the Race to enter the Consolation.

If a declared horse does not draw in to the Race, or into the Consolation due to the above condition, 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 the Track.

A supplemented horse which does not meet the above conditions of the top ten (10) highest 2019 seasonal money earners will have the supplemental entry fee returned and shall not be eligible for entry in the Consolation.

The Sponsor reserves the right to reject the declaration and return the Entrance Fee of any entrant. A minimum of seven separate interests are required in any event or the Sponsor, at its discretion, may cancel the Race, or the Consolation.

Money Division:

Purses for both the Open and the Filly Divisions will be divided 50-25-12-8-5%. If raced in an elimination format, purses for the eliminations of the Open will be divided 60-25-8-5-2%.

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.

Disputes:

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

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.

Nomination and Sustaining Checks Payable To and Mail To:

The Hambletonian Society, Inc.
Cranbury Gates Office Park
109 South Main Street, Suite 18
Cranbury, NJ 08512-3