



## 2010 RAINBOW DERBY (G1) TERMS AND CONDITIONS

The undersigned represents that he/she and all persons for whom he/she is acting have read and are familiar with the Rules of Racing and Regulations of the New Mexico State Racing Commission and the race meeting conditions and agrees to be bound by and comply with the same and with the acts and decisions of the New Mexico State Racing Commission and the Ruidoso Downs Racing, Inc. officials, and that all horses are subject to the same and to the acts and decisions of the race officials, and agree to be bound by the following terms and conditions: All stable reservations and entries in stakes and all other races are received and accepted subject to all conditions, rules and regulations of the New Mexico State Racing Commission and Ruidoso Downs Racing, Inc. All horses, either by time or performance, that do not meet Ruidoso Downs Racing, Inc. minimums, will be asked to vacate their stalls. Time and/or performance standards will be set prior to the opening of each race meeting. It shall be the Nominator's responsibility to notify the Association of ownership and address changes. It shall be the nominator's responsibility to make timely payments. If the deadline for a payment falls on a Saturday, Sunday, or legal holiday, the period is extended to include the next day that is not a Saturday, Sunday, or legal holiday.

For any horse entered as a participant in a competition to be held by Ruidoso Downs Racing Inc., Ruidoso Downs Racing Inc. reserves the right to require said race horse to remain on the grounds of Ruidoso Downs Race Track from the time of entry and through the day of said competition and to require said horse be made available for drug testing at any time following entry into said competition and through the completion of said competition. Ruidoso Downs Racing Inc. further reserves the right to drug test any and all horses on the grounds of Ruidoso Downs Race Track.

### **ELIGIBILITY AND NOMINATIONS:**

The race is open to all foals of 2007 which are registered with the American Quarter Horse Association. A complete payment schedule for the Derby is on the front of this form. An advertising/clerical fee of 5% will be deducted from all fees. Nominations to Futurities and Derbies do not guarantee stall space. Ruidoso Downs Racing, Inc., reserves the right to have its track veterinarian inspect any nominee for age verification.

An owner may nominate as many horses as they wish. If one or more horses are withdrawn before the race, those horses being withdrawn must be specified at time of payment.

**Please list the names of all entries on payments.** Nominations or subscriptions to this stake may be refused or cancelled, without liability, at any time prior to the actual running thereof, except for the return of any nomination and entry fees paid.

Nominations and sustaining fees will be accepted after the payment deadline only through the United States Mail, postmarked (by the U.S Post Office) no later than midnight of the payment deadline. For all nominating and sustaining payments except the trial entry fee, there will be an automatic (no penalty) grace period of 48 hours in establishing acceptable postmarks. In case of dispute, the only satisfactory evidence of payment shall be certified mail receipt or a registered mail receipt bearing a United States Post Office postmark on or before the stated due date. For all nominating and sustaining payments, except the trial entry fee, during a period including the thirtieth (30) day following each deadline, any owner may reestablish their entry(ies) eligibility by submitting a per entry payment of twice the regular fee due on the prescribed deadline. This thirty (30) day period shall be reduced in cases where the trials for the race are being run prior to the expiration of this thirty(30) day period. In such cases, a per entry payment of twice the regular fee must be submitted no less than four (4) days prior to the running of the trials. Issuance of a "NSF Check" or stopping payment on a check tendered to cover any fee shall be absolutely prohibited. Should an owner wish to have payment withdrawn from their Horseman's Bookkeeper account, a notarized statement to that effect will be required as proof of such intention. There will be no refund of fees. All checks returned by the bank will constitute no payment. Any stop payment on a credit card will constitute no payment.

### **TRIALS:**

Each trial shall consist of not more than ten (10) horses. The trials shall be raced under the same conditions as the final. These horses shall be selected on a time basis. Times of horses in separate trials will be determined by the

electric timer. In the event horses in the same trial race are given identical times, the selection of which horse will participate will be determined by order of finish posted by the racing officials. No adjustments will be made in recorded time of trials for head wind, tail wind, off track, or any other act of nature, etc. Should a mechanical failure occur with the electric timers on any time trial, finalists from that trial will then be selected by official hand timing, with stop watches operated by three (3) official, reputable and disinterested persons. If for any reason a tie exists, the horses involved shall draw lots to determine which shall participate in the final. Should a horse be disqualified, he will be given the time of the horse he is immediately placed behind plus 1/1000 of one second. If the front gates on the starting gate fail to open due to mechanical failure, or if a horse is left behind the gate when the field is dispatched during the running of the trials, such horse shall be declared a nonstarter and all nominating, sustaining and entry fees shall be refunded from the purse to the owner of said horse. During the running of the final, such horse will be declared a nonstarter and shall be classified as a scratched horse and shall be paid last place purse money in said race. The decisions of the Stewards in all matters shall be final and entries are accepted only on the condition that those persons nominating, and/or starting a horse in the trials and/or final, agree to abide by the decision. If any part of an entry is disqualified, it may disqualify all of the entry. All rules or new rules adopted by the New Mexico State Racing Commission supersede any condition of these races. Ruidoso Downs Racing, Inc. reserves the right to hold trials for this race on a non-race day.

Ruidoso Downs Racing, Inc. subject to the approval of the New Mexico State Racing Commission, reserves the right to change the date of the running of the trials and final, or to transfer this race to any track within the State of New Mexico. Ruidoso Downs Racing, Inc. reserves the right to cancel this race, without notice, at any time prior to the actual running thereof, without liability, except for the return of the nominating and sustaining fees which have been paid.

There will be no "Also Eligible List" for the trials or final. All Derby qualifiers must pass the entry box. If a horse should scratch from the final, the owner will receive last place purse money. If more than one horse should scratch out of the final, then those monies shall be added together and divided equally among those scratching out of the final.

### **PURSE:**

The nomination fees, sustaining fees and earned interest thereon, plus \$35,000 added will be distributed according to payout schedules listed below.

Purse distributions will be as follows:

<b>Rainbow Derby Final</b>	
1st place .....	50%
2nd place .....	16%
3rd place .....	8%
4th place .....	6%
5th place .....	5%
6th place .....	4%
7th place .....	3%
8th place .....	3%
9th place .....	2.5%
10th place .....	2.5%
Total .....	100%

Ruidoso Downs Racing Inc. reserves the right to amend these terms of participation and competition at its discretion and at any time within the parameters of the rules and regulations of the New Mexico Racing Commission.