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PRESENTING THE FORTIETH RUNNING OF THE

\$250,000

(EST)

All Major Credit
Cards Accepted





DERBY - GRADE 2 Est. \$100,000 ADDED

Trial Date: May 13, 2023 Final Date: June 3, 2023 400 Yards

Oklahoma's Richest Derby

Open to 3-Year-Old Foals of 2020 that are registered with the American Quarter Horse Association.



Dates Subject to OHRC Approval

TO BE RUN AT





PAYMENT SCHEDULE:

NOVEMBER 15, 2022 \$500 to nominate December 15, 2022 500 to sustain January 15, 2023 500 to sustain February 15, 2023 500 to sustain March 15, 2023 500 to sustain April 15, 2023 500 to sustain

TOTAL: \$3,000

LATE NOMINATION DEADLINES:

DECEMBER 15, 2022 - \$1,500 (\$1,000 + \$500 PAYMENT)

JANUARY 15, 2023 - \$2,500 (\$2,000 + \$500 PAYMENT)

FEBRUARY 15, 2023 - \$4,500 (\$4,000 + \$500 PAYMENT)

SUPPLEMENTARY NOMINATIONS

After FEBRUARY 15th at time of entry \$12,500

ESTIMATED PURSE DISTRIBUTION

FIRST	42%	\$105,000	SIXTH	5%	\$12,500
SECOND	17%	\$42,500	SEVENTH	4%	\$10,000
THIRD	12%	\$30,000	EIGHTH	3%	\$7,500
FOURTH	7%	\$17,500	NINTH	2%	\$5,000
EIETH	6%	\$15,000	TENTH	2%	\$5,000

ALL NOMINATIONS AND SUSTAINING PAYMENTS MUST BE POSTMARKED BY DUE DATE AND SHOULD BE SENT REGISTERED OR CERTIFIED MAIL

ALL NOMINATIONS AND SUSTAINING PAYMENTS:

Mail to HERITAGE PLACE, INC. 2829 S. MacArthur Blvd., Oklahoma City, OK 73128

ALL INQUIRIES:

Heritage Place Race Nominations Secretary 405-682-4551, or Amber@HeritagePlace.com

THE 2023 HERITAGE PLACE DERBY IS SUBJECT TO THE FOLLOWING RACE CONDITIONS:

- 1. ELIGIBLE HORSES. All 2020 foals registered with the American Quarter Horse Association will be eligible for the 2023 Heritage Place Derby (must show proof of ownership).
- 2. PAYMENTS. All payments must be postmarked by the United States Postal Service no later than the due dates and should be sent by registered or certified mail. The sender's receipt must be date stamped by the United States Postal Service and presented as proof of mailing if a discrepancy occurs. The United States Postal Service postmark will determine date of mailing regardless of Business Postage Meter date. Any payments received more than ten days after the due date will not be accepted. Returned checks may constitute no payment, as determined by Heritage Place, Inc. The failure to make all payments on or before the due dates will result in a termination of the nomination, and the nomination and all sustaining payments will be forfeited. All Payments are non-refundable.
- 3. LATE NOMINATIONS. Late nominations will be accepted on or before December 15, 2022 on payment of \$1,500 (\$1,000 + \$500 payment); on January 15, 2023 on payment of \$2,500 (\$2,000 + \$500 payment); and on February 15, 2023 on payment of \$4,500 (\$4,000 + \$500 payment).
- 4. SUPPLEMENTARY NOMINATIONS. Supplementary nominations for Eligible Horses will be permitted prior to trial entry on payment of \$12,500 by cashier's check or other immediately available funds.
- 5. ENTRY. Entries must be made through the entry box at Remington Park by closing time for entries to the races. Nominations are accepted only on the condition that those persons nominating or starting a horse in the trials or the finals agree to abide by (1) these race conditions, (2) the rules and regulations promulgated by Remington Park, the Racing Commission Rules of Racing (Pari-Mutuel) and (3)all other rules, regulations and conditions promulgated by the Racing Commission or any other applicable governmental authority. Nominations to the race do not guarantee the availability of stalls at Remington Park for nominated horses.
- 6. RACES. There may be more horses entered for the trials than can be run in one day. If so, the trials will be split by a "draw" and run on two separate days. Qualifiers will be determined by taking the five fastest times on each day of the trials for the finals. If the trials are all run in one day, then the ten fastest times will be used to select the qualifiers for the final. In the event of identical times on the same day, qualifiers will be determined by lot as provided by the Racing Commission Rules of Racing (Pari-Mutuel). The Final and each trial will consist of a field of no more than ten horses.*
- 7. SCRATCHES. If a horse is ruled ineligible by the stewards or the Racing Commission for entry into any of the races or if the stewards scratch or disqualify a horses from any of the races described herein for a rule violation, such horse will be ineligible for receipt of any purse money. In the case of the final or consolation, the purse money that might have been due to such horse will be divided proportionately among the other starters of the race in accordance with the purse distribution percentages. If a horse is withdrawn from the final for any reason other than ineligibility or a rule violation, the owner of such horse or horses scratched will receive last place purse money. Any remaining purse money with respect to such withdrawn horses will be distributed proportionately to those horses running in the final in accordance with the purse distribution percentages. Also Eligibles: If prior to the entry date for the finals, a horse is ruled ineligible for a rule violation as provided above, the next fastest qualifier from the same day's trials will be eligible for entry in such race.
- 8. RACE DATES. Heritage Place, Inc. reserves the right to reschedule, postpone, move or cancel the trials or final for any reason which it deems sufficient. If the races are canceled, all nominating and sustaining payments previously paid, less the amounts deducted for advertising and administrative expenses, will be refunded.
- 9. ADDRESS OR OWNERSHIP CHANGE. The owner of a horse nominated to the race is responsible for notifying Heritage Place, Inc. of any change in the owner's address or ownership of a horse nominated to the races.

- 10. SPONSOR. The Race is owned and sponsored by Heritage Place, Inc. Any dispute as to the eligibility to participate in the race will be determined at the sole discretion of Heritage Place, Inc., and the decision of Heritage Place, Inc. will be absolute, final and binding. Any nomination may be refused without liability by Heritage Place, Inc. for any reason at any time prior to the actual running thereof.
- 11. RACING RULES. The race dates and the race conditions are subject to approval by Heritage Place, Inc., Remington Park, and the Racing Commission. The decision of the stewards of the Racing Commission in all matters under their jurisdiction will be final.
- 12. RACE CONDITIONS. Heritage Place 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 Oklahoma Horse Racing Commission.
- 13. SUBSTANCE TESTING. As a condition for participation in this race, all horses nominated to Heritage Place administered derbies will be subject to drug testing by the OHRC. In addition to the pre-entry hair testing requirement by Remington Park, every entry for the trials in this race will be required to have a negative hair test for prohibited drugs in accordance with the same pre-entry hair test requirements implemented by Remington Park that was collected within 90 days of the trials for this race. Additionally, only the top 16 qualifiers for this race, based on the trial times, agree that they MAY be required to provide a negative hair test for prohibited drugs, in accordance with the same pre-entry hair test requirements implemented by Remington Park, after the trials and before the finals, at a time and location as determined by the race Administrator. Any horse failing to produce a clean hair test free of prohibited substances will not be eligible to enter the final regardless of qualifying time.

By submitting a signed nomination form for this race, the undersigned, by or on behalf of the owner of the nominated horse, the owner's agents and representatives, and the owner's heirs and assigns (including any future owner of the nominated horse) agrees to be subject to and abide by the results of the initial (commonly referred to as the "sample A test") hair testing of the nominated horse and voluntarily and irrevocably waives the following:

- a. Any and all rights to have a secondary or split sample tested,
- Any and all rights to a hearing (whether formal, informal, by written submission or in person) to contest the results of the initial test or the resulting denial of entry in the race, whether a qualifying race or final race,
- Any and all rights to contest, under any circumstances or grounds the results of the initial test or the resulting denial of entry in the race, whether a qualifying race or final race,
- Any and all rights to challenge the results of the initial test or resulting denial of entry in the race whether a qualifying race or final race, directly or indirectly, before any court or other tribunal; and
- e. By their entry into the race, all participants irrevocably waive any legal claim they might have against Heritage Place, Inc., its officers, executive committee members, or its employees arising from or related to the hair testing which is the subject of this paragraph.
- f. A report of the result of an unofficial test submitted as a requirement of eligibility for entry is not admissible for any purpose in any OHRC proceeding arising from a positive report of an official test administered by OHRC.

Test results will be reported to the host track officials and notification of positives will be sent to the owner and trainer of the nominated horse.

The undersigned has read this document and represents and warrants that (i) he/she is the owner of all interests in the nominated horse or has full authority on behalf of the owner or owners of the nominated horse to execute this nomination and bind all persons with a legal interest in the nominated horse to the conditions, requirements restrictions and waivers set forth on this nomination form and race conditions, and (ii) these conditions shall be binding on any future owner of any interest in the nominated horse.

I HAVE READ AND APPROVE THE FOREGOING RACE CONDITIONS AND NOMINATE AS INDICATED BELOW (Please type or print).

Owner's Name:(As Listed on AQHA Registration Papers)	Phone: ()
Address:	City: Zip:
Horse:	Sex: Foaling Date:
Sire:	Dam:
Trainer:	Phone: ()
Owner Email Address:	CHECK#: (Cashier's Check / Money Order)
Trainer Email Address:	CREDIT CARD: (circle one) VISA / MasterCard / American Express / Discover
Date: REQUIRED: Signature:	Exp: Security Code:

Please complete, sign, and return this form along with your payment and copy of the AQHA registration certificate.
 Mail to: HERITAGE PLACE, INC., 2829 S. MacArthur, Oklahoma City, OK 73128