



# 2019 NOMINATION

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|-----------------|
| <b>Trainer:</b> |
|-----------------|

| Name of Horse | Year Foaled | Color | Sex | Sire | Dam | Dam Sire | Claiming Crown Race | Nom. Fee Paid* |
|---------------|-------------|-------|-----|------|-----|----------|---------------------|----------------|
|               |             |       |     |      |     |          |                     |                |
|               |             |       |     |      |     |          |                     |                |
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|               |             |       |     |      |     |          |                     |                |

**\*Nomination Fee Schedule:**     **Nomination Fees**  
   **By November 10: \$100 for each race nominated**

**\*Supplemental Fee Schedule:**   **By December 4: \$5,000 Jewel**  
   **\$3,000 Emerald and Tiara**  
   **\$2,500 All Others**

**Regular Nominations must be received or postmarked on or before November 10. Supplemental Nominations must be received on December 4.**

**OWNER INFORMATION**  
(One ownership entity per nomination form)

Name: \_\_\_\_\_

Farm/Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Prov: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Email: \_\_\_\_\_

**“I submit this nomination of the above-listed horse(s) in order to make each eligible for participation in the 2019 Claiming Crown, and do so with the understanding that I will be bound by the terms and conditions established by Claiming Crown Ltd. I understand that said conditions are available to me online at [www.claimingcrown.com](http://www.claimingcrown.com) and/or are printed on the backside of this document and are all incorporated herein by reference. Payment is enclosed.”**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Owner or  Authorized Agent

**PAYMENT METHOD**

**THROUGH YOUR HORSEMEN'S ACCOUNT AT GULFSTREAM PARK OR MAKE CHECKS PAYABLE TO:**

**FHBC**

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**MAIL TO:**

Mike Costanzo  
 Gulfstream Park  
 901 South Federal Highway  
 Hallandale Beach, FL 33009  
 (954) 457-6260

**FAX TO:** Gulfstream Park  
 (954) 457-6357  
[Michael.costanzo@gulfstreampark.com](mailto:Michael.costanzo@gulfstreampark.com)

*Faxed or emailed nominations must be submitted with a valid credit card number, by the cardholder, and are deemed valid only after the transaction has been processed by the authorized financial institution.*

**IMPORTANT NOTICE:** Claiming Crown Ltd. reserves the right, in its sole discretion, to: (1) postpone, discontinue, amend, or change the conditions for all or part of the Claiming Crown program; and, (2) to reject the nomination and/or entry of any horse deemed ineligible or otherwise prohibited from competing in the program.

Please return this original with your payment; make copy (front and back) for your files.

**See reverse side for important information regarding Claiming Crown rules and regulations which are considered part of this nomination form.**

*All races are limited to 14 starters which have complied with and satisfied the eligibility conditions, and which have been selected in accordance with those conditions.*

1. Nomination, Entry and Starting fees are accepted subject to the approval of Claiming Crown Limited (CCL). The propriety of the amount of the enclosed fee will be determined by CCL, and if any such nomination or entry fee is determined to be other than that which is required to be paid in full in a timely manner, the referenced horse(s) may be prohibited from entering and/or starting in a Claiming Crown race in the sole discretion of CCL. The guaranteed purse for Claiming Crown races will be stated prior to the time entry fees are due. Nomination, entry and starting fees are applied to the guaranteed purses. Purses will be distributed in accordance with the distribution schedule set forth in the 2019 Claiming Crown Summary of Conditions, which information is incorporated herein by reference.

2. Payment of horse Nomination fees make a horse eligible for only the current running of Claiming Crown, and does not satisfy any future nomination requirements. Purses shall be distributed by Gulfstream Park ("GSP" or the "Host Track") after certification that the purse is distributable in accord with applicable statutes or regulations.

3. Nomination and Entry to or in Claiming Crown races is valid only upon the acceptance of and compliance with the rules and regulations governing Thoroughbred horse races adopted by the State where the races are conducted, the rules and regulations of the Host Track, the rules and regulations of CCL, and/or compliance with any decision of the state racing officials, and/or officers of the Host Track, and/or CCL regarding the interpretation and application of their respective rules and regulations. At the discretion of the Stewards, the Host Track, or CCL, and without notice, the entry of any horse may be refused. CCL shall have no liability for the actions of any officials or employees of the Host Track or for any matter under the control of such track, its officials or employees. Purses shall be payable to the rightful parties recognized as such by state racing officials.

4. A horse entered in a Claiming Crown race may be scratched by authorized racing officials for any reason including but not limited to if (i) such horse's equipment malfunctions, is damaged or lost and cannot be remedied within sufficient time, in the judgment of authorized racing officials, to allow the race in which such horse is entered to start at post time for such race, (ii) the horse does not appear "sound" for racing purposes, or (iii) if any other unavoidable event occurs with respect to a horse entered in a Claiming Crown race, or to its jockey, which cannot be remedied within sufficient time, in the judgment of authorized racing officials, to allow the race in which such horse or jockey is scheduled to participate to start at post time for such race. In the event of a scratch under such circumstances, the Entry and/or Starting fees may, at the discretion of CCL, be refunded.

5. CCL reserves the right to limit the number of entries in any of the Claiming Crown races. In the event CCL determines it must limit entries they will be selected in accordance with the Claiming Crown conditions regarding field selection or by such other method as CCL may determine in its sole discretion. The Claiming Crown field selection process is set forth in the 2019 Claiming Crown Summary of Conditions and is incorporated herein by reference. CCL reserves the right to modify the distance of any race to accommodate track and/or race safety. CCL reserves the right to transfer any turf race to the main track, or to cancel any, or all, Claiming Crown races without notice prior to the actual running thereof, without any liability, other than the return of Entry and/or Starting fees.

6. In making any application for participation in Thoroughbred racing, it is understood that an investigation may be made by the appropriate authority as to the owner(s) character, reputation, mode of living and financial standing, which investigation may involve interviews with family, personal or business acquaintances.

7. Owner hereby expressly and irrevocably grants CCL the exclusive right to use, in connection with the promotion of the Claiming Crown, the name and likeness of the Owner, of any horse entered or nominated, and of any co-owners, jockeys, trainers, grooms, assistant trainers, colors, logos, silks, and any other associated or identifying characteristics, as well as any other matter relating to the participation of the horse in the Claiming Crown. Promotion by CCL may include, without limitation, televising, broadcasting (including but not limited to on-line and web broadcasting in any form, fashion or manner) and/or recording in any manner the races which are a part of the Claiming Crown and the activities incident to them, and broadcasting, exhibiting and/or exploiting the same by any means now or hereafter known, including, without limitation, licensing such rights to others for uses approved by CCL. **Owner hereby expressly, irrevocably and perpetually WAIVES on his behalf and on behalf of his agents and employees (including trainers, grooms, exercise riders, assistant trainers and jockeys) any and all rights he or they may have in connection with any matter referred to in this paragraph, including without limitation, any claim to invasion of the right of privacy, right of publicity or to misappropriation, for infringement of trademark, or other intellectual property rights or for any remuneration therefor.** Upon demand, Owner shall cause any of the aforementioned persons to deliver releases to CCL permitting it to use and exhibit such material. Owner understands and agrees that CCL reserves the right to use names, trademarks, service marks, copyrights, symbols, logos, slogans, results, still and motion pictures, videos and audio reports, trailers, promos and other identifying characteristics relating to CCL and the Claiming Crown, and that any such use by Owner of any of them is prohibited without the express written consent of CCL (which may be denied for any reason). CCL reserves all rights to advertise the Claiming Crown in any manner deemed appropriate by CCL in its sole discretion. Owners, trainers, assistant trainers, grooms, jockeys and horses shall not display commercial advertising or promotional material of any kind, including but not limited to, product names, logos and/or slogans on clothing or equipment, including but not limited to the jockey's attire, before, during, or after the Claiming Crown race in which the horse is entered without prior written approval of CCL which may be denied for any reason.

8. All claims, controversies and/or objections arising out of or related to the application or interpretation of any rules or conditions of CCL shall be decided solely by the CCL Appeals Board. Information regarding the Appeals Procedure for CCL shall be furnished to any person submitting a written request for such information to Claiming Crown Limited, P.O. Box 910668, Lexington, Kentucky 40591-0668, Attn: Appeals Board. Any person wishing to object to any action or decision by CCL in the application of its rules or conditions must, within thirty (30) days of being advised of such action or decision, submit to the Appeals Board a written Notice of Appeal in compliance with the Appeals Procedure and shall be entitled to an oral hearing upon making a written demand as set forth in the Appeals Procedure. The Appeals Procedure shall not be applicable to matters arising under condition 5 hereinabove from which there shall be no appeal. **The appeal process noted herein is the sole appeal venue and process and Owner WAVES THE RIGHT, IF ANY, to file a lawsuit to contest CCL's decision or any appeal therefrom. Any appeal not postmarked or received within thirty (30) days of being advised of the action or decision of CCL shall be DEEMED WAIVED AND FOREVER BARRED.**

9. **Owner agrees to indemnify and hold harmless CCL and its officers, directors, employees and volunteers** (or if for any reason indemnification is not available, to contribute to CCL's losses and the losses of its officers, directors, employees and volunteers), to the fullest extent permitted under the law, from and against any and all claims, damages, judgments, liabilities, losses, costs or expenses, including reasonable attorneys' fees (should CCL select its own counsel which it may do at its sole and exclusive discretion), to which CCL and/or its officers, directors, employees and volunteers may become subject or liable as a result of or arising out of directly or indirectly: (i) any action or conduct of any horses owned by or under the control or direction of Owner while on the race track premises, and (ii) any acts, or failure to act by Owner, any Co-owners, or any of their agents, employees or invitees while on the race track premises.

10. **Owner hereby RELEASES, WAIVES AGAINST AND DISCHARGES CCL and its officers, directors, employees and volunteers, to the fullest extent permitted under the law, from any claims, losses, obligations, costs and expenses arising from or due to personal injuries or property damages of any kind or description to the person, property or horses owned or controlled by Owner occurring on track premises.** Owner agrees that all risk of loss, injury, damage or destruction to persons or property, including but not limited to, the horses brought onto track premises by or at the direction of Owner, his agents or employees, arising from, due to, caused by, resulting from or in any way, directly or indirectly, related to any cause, including but not limited to accident, theft, fire or otherwise, whether or not caused by or contributed to or by or related to any fault or negligence of CCL and/or its officers, directors, employees and volunteers or the condition of the track premises, **are assumed in full** by Owner, except as to acts or conditions caused by the intentional, or willful conduct of CCL. **Owner agrees that the release and waiver and discharge provisions hereof are intended to be as broad and inclusive as permitted by the law.** Owner further agrees that the foregoing provisions hereof regarding such release and waiver and discharge shall not be deemed waived or affected in any way by the fact that CCL does or does not, may or may not, in the future carry insurance coverage against claims where loss is caused by or resulting from damage or injury to property, persons and/or horses while competing on the race track, using the training tracks, stables, roads or any other facilities over the race track premises or in transit thereon.

11. Whenever the term "Owner" is used herein, it shall include the owner whose name appears on the reverse side of this form, all owners, co-owners (or lessees) of horses controlled by or in partnership with the Owner, jockeys, grooms, exercise riders, assistant trainers, servants, employees and invitees of the Owner, and their heirs, representatives, successors and assigns. Owner agrees to provide a copy of this Nomination Agreement to all co-owners of the horses listed on this Nomination Agreement.

12. In consideration of CCL's agreement to pay the purses described hereinabove, Owner hereby consents to allow CCL and/or the Host Track to contract with any domestic or foreign licensed wagering entity for the purpose of accepting wagers on Claiming Crown races pursuant to the Interstate Horseracing Act of 1978, 15 U.S.C. sections 3001, et seq. and warrants that no third party or organization has or will be given the right or authority to assert any claim, demand, or cause of action inconsistent with such consent.

13. By signing this form on the reverse side, I hereby certify that I have read, understand and agree to the terms and conditions of this Nomination Agreement including all release and waiver provisions.