

KENTUCKY DOWNS, LLC

**KENTUCKY DOWNS
P.O. BOX 405
FRANKLIN, KENTUCKY 42134**

General Office Phone: 270-586-7778 | Fax: 270-586-8080

Racing Office Phone: 270-586-7094 | Fax: 270-586-8136

The Kentucky Downs Meeting will be conducted under the supervision of the:

**COMMONWEALTH OF KENTUCKY
HONORABLE STEVE BESHEAR, Governor**

Licensed by the:
**KENTUCKY HORSE RACING COMMISSION
4063 IRON WORKS PIKE
LEXINGTON, KENTUCKY 40511
(859) 246-2040**

**LISA UNDERWOOD, Executive Director
MARC A. GUILFOIL, Deputy Director
JOHN VEITCH, Chief State Steward**

MEMBERS

**ROBERT M. BECK JR., Chair
TRACY FARMER, Vice-Chair**

EDWARD S. BONNIE	ALAN J. LEAVITT
FRANCIS THOMAS CONWAY	TOM LUDT
ALLAN WADE HOUSTON SR.	FOSTER H. NORTHROP, DVM
FRANK L. JONES JR.	MICHAEL ANTHONY PITINO
FRANKLIN S. KLING JR.	BURR JAMES TRAVIS II
ELIZABETH S. LAVIN	JOHN THOMAS WARD JR.
JERRY L. YON, MD	

EX-OFFICIO MEMBERS

ROBERT D. VANCE MARCHETA SPARROW LARRY HAYES

The rules of Racing adopted by the Kentucky Horse Racing Commission govern all races under the auspices of Kentucky Downs.

KENTUCKY DOWNS, LLC

**KENTUCKY DOWNS
STAKES SCHEDULE**

Closing Saturday, September 3, 2011

Saturday, September 10, 2011 \$150,000 Guaranteed

THE KENTUCKY CUP TURF - Grade III
For Three Year Olds and Upward
One Mile And One Half (Turf)

Closing Saturday, September 3, 2011

Saturday, September 10, 2011 \$50,000 Guaranteed

KENTUCKY CUP LADIES TURF
For Fillies And Mares Three Year Olds and Upward
One Mile (Turf)

Closing Saturday, September 10, 2011

Saturday, September 17, 2011 \$50,000 Guaranteed

THE FRANKLIN-SIMPSON MILE
For Three Year Olds and Upward
One Mile (Turf)

KENTUCKY DOWNS

RACING OFFICE LOCATION & PHONE NUMBERS

Please note! The Racing Office is now located in the building just east of the stable gate.

Racing Office Phone..... 270-586-7094

Racing Office Fax..... 270-586-8136

ENTRY SCHEDULE

Entry Day	Race Day
Wednesday, September 7	Saturday, September 10
Thursday, September 8	Monday, September 12
Wednesday, September 14	Saturday, September 17
Thursday, September 15	Monday, September 19

SCRATCH SCHEDULE
THURSDAY FOR SATURDAY
FRIDAY FOR MONDAY

SCRATCH TIME AND NAMING OF RIDERS
9:00 a.m. CDT

ALL RACES AT KENTUCKY DOWNS
ARE TO BE RUN ON THE TURF.

KENTUCKY DOWNS

NOTICE FOR ALL HORSES RACING AT KENTUCKY DOWNS

This rule states that the following conditions must be adhered to:

SHIP-IN TIMES

All horses in all races must be on the grounds in their assigned stalls before:

All days: Races 1- 4 – 9:00 a.m. CDT
Races 5 - Last – 10:30 a.m. CDT

This means that all shipped-in horses must be on the grounds and in their proper receiving barn and assigned stall by the appropriate time as stated above. All shipped-in horses will be assigned a certain barn and stall by the stall superintendent or his staff at the entrance gate.

All trainers of these horses shall have a responsible person available to present the horse for examination when the veterinarian comes to the barn. Horses will have bandages off and are not to be placed in ice, tubs, leg freeze or other such paraphernalia until after the pre-race examination.

It should be further understood by all trainers that if an entered horses fails to receive a pre-race examination, it may necessitate a late scratch and the trainer shall be responsible for this action

POST TIME

All days: 12:40 p.m. Central Daylight Time

ENTRIES

Entries will not close before 10:00 a.m. CDT daily

SCRATCH TIME & NAMING OF RIDERS

9:00 a.m. CDT (refer to scratch schedule) except in stakes races, when riders must be named at time of entry.

TRACK RULES

KENTUCKY DOWNS

TRACK RULES

Monies deposited with the Horsemen's Bookkeeper for the purpose of claiming a horse must be in cash or a certified cashier's check.

No entry will be received except upon the condition that all disputes, claims, and objections arising out of the race or with the respect to the interpretation of the conditions of any race shall be decided by the officers of this Association or those whom they appoint, and their decision upon all points shall be final.

ALL TWO-YEAR-OLDS MUST BE PROPERLY SCHOOLED AND APPROVED BY THE STARTER BEFORE BEING ALLOWED TO START. EVERY HORSE MUST BE SADDLED IN THE PADDOCK. This rule is imperative. Horses must be in the paddock at least 20 MINUTES before the scheduled post parade.

The stewards reserve the right to substitute one jockey for another at their discretion. It will be their purpose to substitute a jockey of equal ability.

Straw bedding will be provided. Shavings are available at cost.

COGGINS, HEALTH CERTIFICATION, INOCULATION

A negative Coggins test and health certificate or copy thereof must be presented at the stable gate before horses will be permitted to unload. Furthermore, all horses must have an equine herpes inoculation dated 14 days prior to shipping and no older than 120 days.

EQUINE PIROPLASMOSIS

All horses (racing and non-racing) seeking entrance to Kentucky Downs are required to present evidence of testing for equine piroplasmosis (cElisa for T.equii and B.caballi) during the preceding 12-month period.

CONDITION ELIGIBILITY

Horses are preferred by their available conditions beginning with graded stake winners (Grade I-II-III stakes winners - Restricted Stakes winners) through their allowance conditions downward through maiden and then maiden claiming, providing the horse has won for more than \$15,000

KENTUCKY DOWNS

since starting for \$15,000 or less. Starter races for \$15,000 or less will be considered claiming races for condition eligibility.

SAFETY EQUIPMENT: EXERCISE/PONY PERSONNEL

810 KAR 1:026, Section 30 & 31

Safety Helmet: A person mounted on a horse or stable pony at a location under the jurisdiction of the commission shall wear a properly secured safety helmet at all times. If requested by a commission official, the person shall provide sufficient evidence that his helmet has a tag, stamp, or similar identifying marker indicating that it meets one of the following safety standards:

- (a) ASTM International Standard, ASTM F1163-04a;
- (b) British Standards, BS EN 1384:1997 or PAS 015:1999;
- (c) Australian/New Zealand Standard, AS/NZS 3838:2006.

Safety Vest: Any person mounted on a horse or stable pony on any location under the jurisdiction of the commission, all assistant starters, and any person handling a horse in a starting gate shall wear a safety vest at all times. The safety vest shall comply with one of the following minimum standards:

- (a) British Equestrian Trade Association (BETA):2000 Level 1;
- (b) Euro Norm (EN) 13158:2000 Level 1;
- (c) American Society for Testing and Materials (ASTM) F2681-08;
- (d) Shoe and Allied Trade Research Association (SATRA) Jockey Vest Document M6 Issue 3;
- (e) Australian Racing Board (ARB) Standard 1.1998.

SAFETY EQUIPMENT: JOCKEYS/APPRENTICES

810 KAR 1:009, Section 14 (4) and (5)

Safety Helmet: A jockey mounted on a horse or stable pony at a location under the jurisdiction of the commission shall wear a properly secured safety helmet at all times. If requested by a commission official, the jockey shall provide sufficient evidence that his helmet has a tag, stamp, or similar identifying marker indication that it meets one of the following safety standards:

- (a) ASTM International Standard, ASTM F1163-04a;
- (b) British Standards, BS EN 1384:1997 or PAS 015:1999;
- (c) Australian/New Zealand Standard, AS/NZS 3838:2006.

KENTUCKY DOWNS

SAFETY EQUIPMENT: JOCKEYS/APPRENTICES, *continued*

Safety Vest: A jockey mounted on a horse or stable pony on any location under the jurisdiction of the commission shall wear a safety vest at all times. The safety vest shall not weigh more than two (2) pounds and must comply with one of the following minimum standards:

- (a) British Equestrian Trade Association (BETA):2000 Level 1;
- (b) Euro Norm (EN) 13158:2000 Level 1;
- (c) American Society for Testing and Materials (ASTM) F2681-08;
- (d) Shoe and Allied Trade Research Association (SATRA) Jockey Vest Document M6 Issue 3;
- (e) Australian Racing Board (ARB) Standard 1.1998.

RIDING CROPS

810 KAR 1:012, Section 10

- (a) All riding crops may be subject to inspection and approval by the stewards or the clerk of the scales to ensure conformity with the specifications of paragraphs (c) through (e) of this subsection.
- (b) Only riding crops meeting the specifications of this subsection, including the mandatory shock absorbing characteristics, may be used in thoroughbred racing including training.
- (c) A riding crop shall have a:
 - 1. Maximum weight of eight (8) ounces;
 - 2. Maximum length, including flap, of thirty (30) inches; and
 - 3. Minimum diameter of the shaft of one-half (1/2) inch.
- (d) The only additional feature that may be attached to the crop is a flap.
 - 1. A flap shall have a:
 - a. Maximum length from the end of the shaft of one-half inch; and
 - b. Maximum width of one and six-tenths (1.6) inches, with a minimum width of eight-tenths (0.8) inch;
 - 2. The flap from the end of the shaft shall not contain any reinforcements or additions;

KENTUCKY DOWNS

RIDING CROPS, *continued*

3. There shall not be binding within seven (7) inches of the end of the flap;
 4. The contact area of the shaft shall be smooth, with no protrusion or raised surface, and covered by shock absorbing material throughout its circumference; and
 5. The flap shall have a similar shock absorbing characteristics to that of the contact area.
- (e) A riding crop shall not have:
1. Stingers or projections extending through the hole of a popper; and
 2. Any metal parts.

MEDICATION RULES

810 KAR 1:027, Entries, Subscriptions and Declarations Relates to KRS 230.210 to 230.60, Subsection 3

(c) Horses requiring the use of medication, drugs or substances to prevent Exercise Induced Pulmonary Hemorrhaging (EIPH)/bleeding must be registered as such with the commission veterinarian. Horses so registered shall remain, and removal requires commission veterinarian approval. After inclusion no additional notification shall be required. Horses not properly registered will not be permitted to race with anti-bleeder medications, drugs or substances. Registration must be made prior to entry. The racing program will indicate usage.

- (1) To run your horse on Lasix:
- A. If your horse's previous start was on Lasix in Kentucky and you wish to run on Lasix, enter on Lasix;
 - B. If your horse has never run on Lasix in Kentucky, or your horse is a first time starter, enter on Lasix.
- (2) All changes thereafter must be approved by the stewards and/or commission veterinarian prior to entry.

KENTUCKY DOWNS

SPECIAL NOTICES

GENERAL: Entries to the race are received only upon the condition that the Applicant will comply with the rules and regulations governing thoroughbred horse races adopted by the Kentucky Horse Racing Commission (KHRC) and the rules and regulations of Kentucky Downs (the *Association) and will comply with and abide by any decision of the state racing officials and/or the officers of the Association regarding the interpretation and application of such rules and regulations. Applicant consents and agrees to all provisions of the Association's current application and/or agreement regarding the use of stall space, the terms of which are specifically incorporated herein by reference, and shall execute all such applications and/or agreements before bringing any horse upon the Association's grounds. In making this application to participate in thoroughbred racing, Applicant agrees and consents to the Association and/or its agents making an investigation of Applicant where by information may be requested from third parties as to character, general reputation, personal characteristics, mode of living, or such other information as may be relevant to the Applicant's integrity as a racing participant. The Association reserves the right to cancel any race, without notice, at any time prior to the actual running thereof, without liability except for the return of all fees as required by the rules of racing. The Association reserves the right to make all decisions regarding preferences and conditions and its decision shall be final. Nominations are received only with the understanding that the Association reserves the right, it is sole and absolute discretion to refuse, cancel or revoke any nomination, entry or stall application or the transfer thereof and reserves the right to deny the right to start in a race without notice to the Applicant and for any reason, including but not limited to the Applicant's failure to fully perform or abide by all provisions and conditions thereof.

Release, Waiver and Indemnification: All Kentucky Horse Racing Commission licensees, including but not limited to the host association, owners, trainers, jockeys, and grooms (*licensees*), participating in stabling, racing, training, and related activities at the Association recognize that hazards and risks inherent in such activities may cause the injury or death of horses. Therefore, in consideration of participating in stabling, racing, training and related activities at the Association, all licensees assume the risks of, and release, hold harmless and covenant not to sue all other licensees so participating for: (i) Ordinary negligence which uses or contributes to loss, loss of use, injury or damage to horses while on the premises of the Association; and (ii) Ordinary negligence which causes or contributes to personal injury or property damage including but not limited to loss, loss of use, injury or damage to horses arising from the use of grass fields or gallops owned or controlled by the Association, whether arising from alleged acts or omissions of a licensee and its agents or employees, the condition of the premises of the Association or any other cause. Except as provided above, all licensees participating in racing, training, and related activities at the Association shall be responsible for their own acts and omissions and those of their agents, employees to the same extent as provided by law. The foregoing provisions shall be construed in a manner consistent with the limitations set forth herein to be as broad and inclusive as permitted by the laws of the Commonwealth of Kentucky and the KHRC regulations and shall be binding upon Applicant, as successors and/or assignees. The maintenance by Association of insurance shall not affect the terms or interpretation of this Agreement. For purposes of this agreement, Association shall mean and include Association and its officers, directors, agents, employees, contractors, servants, and licensees. In the event of any inconsistency between these provisions and KHRC regulations, the KHRC regulations shall control. Further, these provisions shall be deemed to be amended to the extent of, and to be in compliance with any amendment to the KHRC regulations. Responsibility for the maintenance of general liability and horse mortality insurance to cover the risks outlined above vests with the applicant.

KENTUCKY DOWNS

Consultation with a competent insurance advisor is strongly recommended. Failure to maintain adequate insurance may subject the Applicant to the risks outlined above.

Reservation of Rights: As the organizer, horse and sponsor of thoroughbred horse races, the Association hereby reserves unto itself, its agent, assigns and licensees, the sole and exclusive right to produce, exhibit, sell, license, transfer or transmit in any manner still or motion pictures, radio and television broadcasts, or any other media transmission, now known or hereafter developed, of all events which occur on the Associations property, including without limitation, all activities occurring before, during and after thoroughbred horse races; and the sole and exclusive right to utilize the race and the results thereof, all for any purpose or use as the Association shall determine (hereinafter referred to as the "Host Rights"). The acceptance of stall accommodations, the submission of a nomination or making of any entry in any race shall mean that the Applicant consents to the above reservation of the Host Rights and consents to be photographed or to otherwise be a subject of still or moving pictures, radio, or television programs, without remuneration. The Applicant agrees that he has not and will not execute any documents or take any other action which purports to assign or otherwise transfer any interest in the Host Rights or assert any claim, demand or cause of action against the Association which is inconsistent with the full and exclusive exercise by the Association of its Host Rights.

Interstate Wagering: In consideration of the Associations agreement to provide a portion of revenues received from interstate wagering purses for races run at the Associations facility during the 2011 racing season (the "Races"), the Applicant hereby joins with all other applicants to form a group consisting of all applicants participating in each of the races, which group is hereby authorized and directed to consent to, and the applicant hereby individually consents to, allow the association to contract with any domestic or foreign license wagering entity for the purpose of accepting wagers on the Races pursuant to the interstate Horseracing Act of 1978, 15 U.S.C.301 et seq. The Racing Secretary of the Association is authorized to execute any documents necessary to evidence such individual and group consents. The applicant warrants that no third party organization has or will be given the right or authority to assert any claim, demand or cause of action inconsistent with such consent.

Definition of Applicant: As used herein, the "Applicant" shall mean and include the nominating owner(s) and the owners agents, trainers, jockeys, employees, invitees, and their agents, employees and invitees and the heirs, administrators, representatives, next of kin and assigns of each of them. The nominating owner covenants that his agents, trainers, jockeys, employees and invitees have agreed for themselves and their agents, employees, and invitees to the foregoing conditions and further agrees that he will deliver their written consent and agreement to such conditions upon request of the Association. The owner and trainer shall, jointly and severally, indemnify and hold the Association harmless from and against any claim or cause of action (including any expense incurred in connection therewith, including reasonable attorney's and other fees) that may be asserted by or on behalf of any of the foregoing persons which is inconsistent with the release, waiver and indemnification provisions set forth in the foregoing paragraph.

RICHARD S. LEIGH, Racing Secretary

KENTUCKY DOWNS

WORKOUT RULE

810 KAR 1:013, Entries, Subscriptions and Declarations Section 3, Subsection 7, Subsection (A) & (B)

A horse which has not started in the past forty five (45) days shall not be permitted to start unless it has at least one published workout with twenty (20) days of entry at a distance satisfactory to the stewards of the meeting. A horse starting for the first time shall not be permitted to start unless it has three (3) published workouts, one of which is from the starting gate, and one which is within twenty (20) days of entry.

PREFERENCE SYSTEM

Preference for entering will be the star preference. Horses which have been excluded from races shall be given preference the next time that they are entered, provided that they are entered in a race of similar distance (under a mile or over) and within a price range of \$5,000 either way.

REGISTRATION PAPERS

Foal certificates no longer are required to be on file in the Racing Office to enter or start at Kentucky Downs; however, foal certificates must be on file to obtain a preference date or to have a horse tattooed.

LIP TATTOO

No horse shall race in Kentucky without a legible lip tattoo number applied by agents of the Thoroughbred Racing and Protective Bureau.

STABLING

There will be no permanent stabling at Kentucky Downs. This is a ship-in facility only.

KENTUCKY DOWNS

SHOE RESTRICTION

Shoes with turndowns, caulks, stickers, blocks or raised toes will not be allowed for racing or for training.

PURSE DISTRIBUTION

60%	..... to	1 ST
20%	..... to	2 ND
10%	..... to	3 RD
5%	..... to	4 TH
2%	..... to	5 TH

THE REMAINING 3% WILL BE DIVIDED EQUALLY
AMONG THE REMAINING PARTICIPANTS.

1



1

Nomination Blank For

THE KENTUCKY CUP TURF

15th Running

\$150,000 Guaranteed - Grade III

To Be Run: Saturday, September 10, 2011

FOR THREE YEAR OLDS AND UPWARD. FREE NOMINATION. \$750 to enter and an additional \$750 to start. Supplementary nominations may be made at time of entry on Wednesday, September 7, 2011 by payment of \$7,500 each (includes all fees). \$150,000 Guaranteed. After payment of 1% to all owners of horses finishing sixth through last, 62% of the remaining purse shall be paid to the owner of the winner, 20% to second, 10% to third, 5% to fourth and 3% to fifth. Three-Year-Olds, 118 lbs.; Older, 122. Non-winners of \$60,000 twice over ten furlongs on the turf since September 19, 2010 allowed 2, lbs.; \$40,000 over a mile on the turf since April 6, allowed 4, lbs.; \$30,000 over a mile on the turf in 2011, 6 lbs. Starters and riders must be named through the entry box by the usual time of closing. This race will be limited to fourteen starters. In the event more than fourteen pass the entry box, the fourteen starters will be determined at that time with preference given to Graded or Group stakes winners in order (I-II-III). Stakes winners, then highest turf earnings in 2011. Failure to draw into the race cancels all fees.

One Mile And One Half (On the Turf)

Nominations Close Saturday, September 3, 2011

NAME OF HORSE(Sire-Dam)	Color	Sex	Age

Signed _____

Trainer _____

Owner _____ Phone _____

Permanent Address _____

City _____ State _____ Zip _____

FORWARD ALL NOMINATIONS TO:

Richard S. Leigh
KENTUCKY DOWNS
P.O. Box 405
Franklin, KY 42135 USA

ENCLOSED \$

payable to KENTUCKY DOWNS

PHONE

(270) 586-7778

(270) 586-7094

FAX

(270) 586-8080

KENTUCKY DOWNS

SPECIAL NOTICES

GENERAL: Entries to the race are received only upon the condition that the Applicant will comply with the rules and regulations governing thoroughbred horse races adopted by the Kentucky Horse Racing Commission (KHRC) and the rules and regulations of Kentucky Downs (the "Association") and will comply with and abide by any decision of the state racing officials and/or the officers of the Association regarding the interpretation and application of such rules and regulations. Applicant consents and agrees to all provisions of the Association's current application and/or agreement regarding the use of stall space, the terms of which are specifically incorporated herein by reference, and shall execute all such applications and/or agreements before bringing any horse upon the Association's grounds. In making this application to participate in thoroughbred racing, Applicant agrees and consents to the Association and/or its agents making an investigation of Applicant where by information may be requested from third parties as to character, general reputation, personal characteristics, mode of living, or such other information as may be relevant to the Applicant's integrity as a racing participant. The Association reserves the right to cancel any race, without notice, at any time prior to the actual running thereof, without liability except for the return of all fees as required by the rules of racing. The Association reserves the right to make all decisions regarding preferences and conditions and its decision shall be final. Nominations are received only with the understanding that the Association reserves the right, it is sole and absolute discretion to refuse, cancel or revoke any nomination, entry or stall application or the transfer thereof and reserves the right to deny the right to start in a race without notice to the Applicant and for any reason, including but not limited to the Applicant's failure to fully perform or abide by all provisions and conditions thereof.

Release, Waiver and Indemnification: All Kentucky Horse Racing Commission licensees, including but not limited to the host association, owners, trainers, jockeys, and grooms ("licensees"), participating in stabling, racing, training, and related activities at the Association recognize that hazards and risks inherent in such activities may cause the injury or death of horses. Therefore, in consideration of participating in stabling, racing, training and related activities at the Association, all licensees assume the risks of, and release, hold harmless and covenant not to sue all other licensees so participating for: (i) Ordinary negligence which uses or contributes to loss, loss of use, injury or damage to horses while on the premises of the Association; and (ii) Ordinary negligence which causes or contributes to personal injury or property damage including but not limited to loss, loss of use, injury or damage to horses arising from the use of grass fields or gallops owned or controlled by the Association, whether arising from alleged acts or omissions of a licensee and its agents or employees, the condition of the premises of the Association or any other cause. Except as provided above, all licensees participating in racing, training, and related activities at the Association shall be responsible for their own acts and omissions and those of their agents, employees to the same extent as provided by law. The foregoing provisions shall be construed in a manner consistent with the limitations set forth herein to be as broad and inclusive as permitted by the laws of the Commonwealth of Kentucky and the KHRC regulations and shall be binding upon Applicant, as successors and/or assignees. The maintenance by Association of insurance shall not affect the terms or interpretation of this Agreement. For purposes of this agreement, Association shall mean and include Association and its officers, directors, agents, employees, contractors, servants, and licensees. In the event of any inconsistency between these provisions and KHRC regulations, the KHRC regulations shall control. Further, these provisions shall be deemed to be amended to the extent of, and to be in compliance with any amendment to the KHRC regulations. Responsibility for the maintenance of general liability and horse mortality insurance to cover the risks outlined above vests with the applicant. Consultation with a competent insurance advisor is strongly recommended. Failure to maintain adequate insurance may subject the Applicant to the risks outlined above.

Reservation of Rights: As the organizer, horse and sponsor of thoroughbred horse races, the Association hereby reserves unto itself, its agent, assigns and licensees, the sole and exclusive right to produce, exhibit, sell, license, transfer or transmit in any manner still or motion pictures, radio and television broadcasts, or any other media transmission, now known or hereafter developed, of all events which occur on the Associations property, including without limitation, all activities occurring before, during and after thoroughbred horse races; and the sole and exclusive right to utilize the race and the results thereof, all for any purpose or use as the Association shall determine (hereinafter referred to as the "Host Rights"). The acceptance of stall accommodations, the submission of a nomination or making of any entry in any race shall mean that the Applicant consents to the above reservation of the Host Rights and consents to be photographed or to otherwise be a subject of still or moving pictures, radio, or television programs, without remuneration. The Applicant agrees that he has not and will not execute any documents or take any other action which purports to assign or otherwise transfer any interest in the Host Rights or assert any claim, demand or cause of action against the Association which is inconsistent with the full and exclusive exercise by the Association of its Host Rights.

Interstate Wagering: In consideration of the Associations agreement to provide a portion of revenues received from interstate wagering to purses for races run at the Associations facility during the 2011 racing season (the "Races"), the Applicant hereby joins with all other applicants to form a group consisting of all applicants participating in each of the races, which group is hereby authorized and directed to consent to, and the applicant hereby individually consents to, allow the association to contract with any domestic or foreign license wagering entity for the purpose of accepting wagers on the Races pursuant to the interstate Horsereading Act of 1978, 15 U.S.C.301 et seq. The Racing Secretary of the Association is authorized to execute any documents necessary to evidence such individual and group consents. The applicant warrants that no third party organization has or will be given the right or authority to assert any claim, demand or cause of action inconsistent with such consent.

Definition of Applicant: As used herein, the "Applicant" shall mean and include the nominating owner(s) and the owners agents, trainers, jockeys, employees, invitees, and their agents, employees and invitees and the heirs, administrators, representatives, next of kin and assigns of each of them. The nominating owner covenants that his agents, trainers, jockeys, employees and invitees have agreed for themselves and their agents, employees, and invitees to the foregoing conditions and further agrees that he will deliver their written consent and agreement to such conditions upon request of the Association. The owner and trainer shall, jointly and severally, indemnify and hold the Association harmless from and against any claim or cause of action (including any expense incurred in connection therewith, including reasonable attorney's and other fees) that may be asserted by or on behalf of any of the foregoing persons which is inconsistent with the release, waiver and indemnification provisions set forth in the foregoing paragraph.

RICHARD S. LEIGH, Racing Secretary

KENTUCKY DOWNS

SPECIAL NOTICES

GENERAL: Entries to the race are received only upon the condition that the Applicant will comply with the rules and regulations governing thoroughbred horse races adopted by the Kentucky Horse Racing Commission (KHRC) and the rules and regulations of Kentucky Downs (the "Association") and will comply with and abide by any decision of the state racing officials and/or the officers of the Association regarding the interpretation and application of such rules and regulations. Applicant consents and agrees to all provisions of the Association's current application and/or agreement regarding the use of stall space, the terms of which are specifically incorporated herein by reference, and shall execute all such applications and/or agreements before bringing any horse upon the Association's grounds. In making this application to participate in thoroughbred racing, Applicant agrees and consents to the Association and/or its agents making an investigation of Applicant where by information may be requested from third parties as to character, general reputation, personal characteristics, mode of living, or such other information as may be relevant to the Applicant's integrity as a racing participant. The Association reserves the right to cancel any race, without notice, at any time prior to the actual running thereof, without liability except for the return of all fees as required by the rules of racing. The Association reserves the right to make all decisions regarding preferences and conditions and its decision shall be final. Nominations are received only with the understanding that the Association reserves the right, it is sole and absolute discretion to refuse, cancel or revoke any nomination, entry or stall application or the transfer thereof and reserves the right to deny the right to start in a race without notice to the Applicant and for any reason, including but not limited to the Applicant's failure to fully perform or abide by all provisions and conditions thereof.

Release, Waiver and Indemnification: All Kentucky Horse Racing Commission licensees, including but not limited to the host association, owners, trainers, jockeys, and grooms ("licensees"), participating in stabling, racing, training, and related activities at the Association recognize that hazards and risks inherent in such activities may cause the injury or death of horses. Therefore, in consideration of participating in stabling, racing, training and related activities at the Association, all licensees assume the risks of, and release, hold harmless and covenant not to sue all other licensees so participating for: (i) Ordinary negligence which uses or contributes to loss, loss of use, injury or damage to horses while on the premises of the Association; and (ii) Ordinary negligence which causes or contributes to personal injury or property damage including but not limited to loss, loss of use, injury or damage to horses arising from the use of grass fields or gallops owned or controlled by the Association, whether arising from alleged acts or omissions of a licensee and its agents or employees, the condition of the premises of the Association or any other cause. Except as provided above, all licensees participating in racing, training, and related activities at the Association shall be responsible for their own acts and omissions and those of their agents, employees to the same extent as provided by law. The foregoing provisions shall be construed in a manner consistent with the limitations set forth herein to be as broad and inclusive as permitted by the laws of the Commonwealth of Kentucky and the KHRC regulations and shall be binding upon Applicant, as successors and/or assignees. The maintenance by Association of insurance shall not affect the terms or interpretation of this Agreement. For purposes of this agreement, Association shall mean and include Association and its officers, directors, agents, employees, contractors, servants, and licensees. In the event of any inconsistency between these provisions and KHRC regulations, the KHRC regulations shall control. Further, these provisions shall be deemed to be amended to the extent of, and to be in compliance with any amendment to the KHRC regulations. Responsibility for the maintenance of general liability and horse mortality insurance to cover the risks outlined above vests with the applicant. Consultation with a competent insurance advisor is strongly recommended. Failure to maintain adequate insurance may subject the Applicant to the risks outlined above.

Reservation of Rights: As the organizer, horse and sponsor of thoroughbred horse races, the Association hereby reserves unto itself, its agent, assigns and licensees, the sole and exclusive right to produce, exhibit, sell, license, transfer or transmit in any manner still or motion pictures, radio and television broadcasts, or any other media transmission, now known or hereafter developed, of all events which occur on the Associations property, including without limitation, all activities occurring before, during and after thoroughbred horse races; and the sole and exclusive right to utilize the race and the results thereof, all for any purpose or use as the Association shall determine (hereinafter referred to as the "Host Rights"). The acceptance of stall accommodations, the submission of a nomination or making of any entry in any race shall mean that the Applicant consents to the above reservation of the Host Rights and consents to be photographed or to otherwise be a subject of still or moving pictures, radio, or television programs, without remuneration. The Applicant agrees that he has not and will not execute any documents or take any other action which purports to assign or otherwise transfer any interest in the Host Rights or assert any claim, demand or cause of action against the Association which is inconsistent with the full and exclusive exercise by the Association of its Host Rights.

Interstate Wagering: In consideration of the Associations agreement to provide a portion of revenues received from interstate wagering to purses for races run at the Associations facility during the 2011 racing season (the "Races"), the Applicant hereby joins with all other applicants to form a group consisting of all applicants participating in each of the races, which group is hereby authorized and directed to consent to, and the applicant hereby individually consents to, allow the association to contract with any domestic or foreign license wagering entity for the purpose of accepting wagers on the Races pursuant to the interstate Horsereading Act of 1978, 15 U.S.C.301 et seq. The Racing Secretary of the Association is authorized to execute any documents necessary to evidence such individual and group consents. The applicant warrants that no third party organization has or will be given the right or authority to assert any claim, demand or cause of action inconsistent with such consent.

Definition of Applicant: As used herein, the "Applicant" shall mean and include the nominating owner(s) and the owners agents, trainers, jockeys, employees, invitees, and their agents, employees and invitees and the heirs, administrators, representatives, next of kin and assigns of each of them. The nominating owner covenants that his agents, trainers, jockeys, employees and invitees have agreed for themselves and their agents, employees, and invitees to the foregoing conditions and further agrees that he will deliver their written consent and agreement to such conditions upon request of the Association. The owner and trainer shall, jointly and severally, indemnify and hold the Association harmless from and against any claim or cause of action (including any expense incurred in connection therewith, including reasonable attorney's and other fees) that may be asserted by or on behalf of any of the foregoing persons which is inconsistent with the release, waiver and indemnification provisions set forth in the foregoing paragraph.

RICHARD S. LEIGH, Racing Secretary

KENTUCKY DOWNS

SPECIAL NOTICES

GENERAL: Entries to the race are received only upon the condition that the Applicant will comply with the rules and regulations governing thoroughbred horse races adopted by the Kentucky Horse Racing Commission (KHRC) and the rules and regulations of Kentucky Downs (the "Association") and will comply with and abide by any decision of the state racing officials and/or the officers of the Association regarding the interpretation and application of such rules and regulations. Applicant consents and agrees to all provisions of the Association's current application and/or agreement regarding the use of stall space, the terms of which are specifically incorporated herein by reference, and shall execute all such applications and/or agreements before bringing any horse upon the Association's grounds. In making this application to participate in thoroughbred racing, Applicant agrees and consents to the Association and/or its agents making an investigation of Applicant where by information may be requested from third parties as to character, general reputation, personal characteristics, mode of living, or such other information as may be relevant to the Applicant's integrity as a racing participant. The Association reserves the right to cancel any race, without notice, at any time prior to the actual running thereof, without liability except for the return of all fees as required by the rules of racing. The Association reserves the right to make all decisions regarding preferences and conditions and its decision shall be final. Nominations are received only with the understanding that the Association reserves the right, it is sole and absolute discretion to refuse, cancel or revoke any nomination, entry or stall application or the transfer thereof and reserves the right to deny the right to start in a race without notice to the Applicant and for any reason, including but not limited to the Applicant's failure to fully perform or abide by all provisions and conditions thereof.

Release, Waiver and Indemnification: All Kentucky Horse Racing Commission licensees, including but not limited to the host association, owners, trainers, jockeys, and grooms ("licensees"), participating in stabling, racing, training, and related activities at the Association recognize that hazards and risks inherent in such activities may cause the injury or death of horses. Therefore, in consideration of participating in stabling, racing, training and related activities at the Association, all licensees assume the risks of, and release, hold harmless and covenant not to sue all other licensees so participating for: (i) Ordinary negligence which uses or contributes to loss, loss of use, injury or damage to horses while on the premises of the Association; and (ii) Ordinary negligence which causes or contributes to personal injury or property damage including but not limited to loss, loss of use, injury or damage to horses arising from the use of grass fields or gallops owned or controlled by the Association, whether arising from alleged acts or omissions of a licensee and its agents or employees, the condition of the premises of the Association or any other cause. Except as provided above, all licensees participating in racing, training, and related activities at the Association shall be responsible for their own acts and omissions and those of their agents, employees to the same extent as provided by law. The foregoing provisions shall be construed in a manner consistent with the limitations set forth herein to be as broad and inclusive as permitted by the laws of the Commonwealth of Kentucky and the KHRC regulations and shall be binding upon Applicant, as successors and/or assignees. The maintenance by Association of insurance shall not affect the terms or interpretation of this Agreement. For purposes of this agreement, Association shall mean and include Association and its officers, directors, agents, employees, contractors, servants, and licensees. In the event of any inconsistency between these provisions and KHRC regulations, the KHRC regulations shall control. Further, these provisions shall be deemed to be amended to the extent of, and to be in compliance with any amendment to the KHRC regulations. Responsibility for the maintenance of general liability and horse mortality insurance to cover the risks outlined above vests with the applicant. Consultation with a competent insurance advisor is strongly recommended. Failure to maintain adequate insurance may subject the Applicant to the risks outlined above.

Reservation of Rights: As the organizer, horse and sponsor of thoroughbred horse races, the Association hereby reserves unto itself, its agent, assigns and licensees, the sole and exclusive right to produce, exhibit, sell, license, transfer or transmit in any manner still or motion pictures, radio and television broadcasts, or any other media transmission, now known or hereafter developed, of all events which occur on the Associations property, including without limitation, all activities occurring before, during and after thoroughbred horse races; and the sole and exclusive right to utilize the race and the results thereof, all for any purpose or use as the Association shall determine (hereinafter referred to as the "Host Rights"). The acceptance of stall accommodations, the submission of a nomination or making of any entry in any race shall mean that the Applicant consents to the above reservation of the Host Rights and consents to be photographed or to otherwise be a subject of still or moving pictures, radio, or television programs, without remuneration. The Applicant agrees that he has not and will not execute any documents or take any other action which purports to assign or otherwise transfer any interest in the Host Rights or assert any claim, demand or cause of action against the Association which is inconsistent with the full and exclusive exercise by the Association of its Host Rights.

Interstate Wagering: In consideration of the Associations agreement to provide a portion of revenues received from interstate wagering to purses for races run at the Associations facility during the 2011 racing season (the "Races"), the Applicant hereby joins with all other applicants to form a group consisting of all applicants participating in each of the races, which group is hereby authorized and directed to consent to, and the applicant hereby individually consents to, allow the association to contract with any domestic or foreign license wagering entity for the purpose of accepting wagers on the Races pursuant to the interstate Horsing Act of 1978, 15 U.S.C.301 et seq. The Racing Secretary of the Association is authorized to execute any documents necessary to evidence such individual and group consents. The applicant warrants that no third party organization has or will be given the right or authority to assert any claim, demand or cause of action inconsistent with such consent.

Definition of Applicant: As used herein, the "Applicant" shall mean and include the nominating owner(s) and the owners agents, trainers, jockeys, employees, invitees, and their agents, employees and invitees and the heirs, administrators, representatives, next of kin and assigns of each of them. The nominating owner covenants that his agents, trainers, jockeys, employees and invitees have agreed for themselves and their agents, employees, and invitees to the foregoing conditions and further agrees that he will deliver their written consent and agreement to such conditions upon request of the Association. The owner and trainer shall, jointly and severally, indemnify and hold the Association harmless from and against any claim or cause of action (including any expense incurred in connection therewith, including reasonable attorney's and other fees) that may be asserted by or on behalf of any of the foregoing persons which is inconsistent with the release, waiver and indemnification provisions set forth in the foregoing paragraph.

RICHARD S. LEIGH, Racing Secretary

KENTUCKY DOWNS

Owners and Trainers:

Thank you for your participation in the 2011 Kentucky Cup Turf Festival. To help make your visit to Kentucky Downs more enjoyable, please make the racing department aware of your Kentucky Cup Turf Festival Day needs on or before the entry day of Wednesday, September 7, 2011.

For your convenience, straw bedding will be provided. If required, shavings will be available at cost.

Hotel accommodations are available in Franklin, Kentucky:

- Holiday Inn Express (270) 586-7626
- Best Western (270) 598-0070
- Quality Inn (270) 586-6100
- Hampton Inn (270) 598-8001

Additional lodging is plentiful in nearby Nashville, Tennessee, and Bowling Green, Kentucky.

On Kentucky Cup Turf Festival Day, a complimentary buffet will be available. Please let us know how many people to expect in your party so we may plan accordingly.

Once again, thank you for your support. Please do not hesitate to call with any questions or concerns.

Richard S. Leigh
Racing Secretary

KENTUCKY DOWNS

Index of Races

Two Year Olds

Type of Race	Short	Long
1XMC or NW2 or \$62,500	Sep 12 (T)	
MSW	Sep 12 (T)	Sep 19 (T)
MCL \$30,000-\$20,000	Sep 12 (T)	

Three Year Olds and Upward

Type of Race	Short	Long
STK		Sep 10 (T), 17 (T)
2XMC or NW2 or \$45,000		Sep 17 (T)
1XMC or NW2	Sep 17 (T)	Sep 10 (T), 19 (T)
\$16,000-\$14,000	Sep 10 (T)	
\$10,000-\$9,000	Sep 10 (T)	Sep 17 (T)
STR ALW		Sep 19 (T)
\$20,000 NW2	Sep 10 (T)	Sep 19 (T)
\$10,000 NW2	Sep 17 (T)	Sep 12 (T)
MSW	Sep 17 (T)	Sep 10 (T)
MCL \$30,000-\$20,000	Sep 17 (T)	
MCL \$10,000	Sep 19 (T)	Sep 12 (T)

KENTUCKY DOWNS

Index of Races

Fillies, Two Year Olds

Type of Race	Short	Long
1XMC or NW2 or \$62,500	Sep 19 (T)	
MSW	Sep 10 (T)	Sep 17 (T)
MCL \$30,000-\$20,000	Sep 10 (T)	

Fillies and Mares, Three Year Olds and Upward

Type of Race	Short	Long
STK		Sep 10 (T)
2XMC or NW2 or \$45,000		Sep 12 (T)
1XMC or NW2	Sep 12 (T)	Sep 19 (T)
\$16,000-\$14,000	Sep 19 (T)	
\$10,000-\$9,000	Sep 12 (T)	Sep 19 (T)
\$20,000 NW2	Sep 17 (T)	Sep 12 (T)
\$10,000 NW2	Sep 10 (T)	Sep 19 (T)
MSW	Sep 12 (T)	Sep 19 (T)
MCL \$30,000-\$20,000	Sep 12 (T)	
MCL \$10,000	Sep 10 (T)	Sep 17 (T)

**FIRST DAY -- Saturday, September 10, 2011
(Entries Close on Wednesday, September 7, 2011)**

1 FIRST RACE MAIDEN
PURSE \$25,000. FOR MAIDENS, THREE YEARS OLD AND UPWARD.
 Three Year Olds 119 lbs. Older 122 lbs.
 (Preference To Horses That Have Not Started For Less \$30,000 In Last 5 Starts)
ONE MILE AND ONE HALF(Turf)

2 SECOND RACE MAIDEN
PURSE \$25,000. FOR MAIDENS, FILLIES TWO YEARS OLD.
 Weight 122 lbs.
 (Preference To Horses That Have Not Started For Less \$30,000 In Last 5 Starts)
SIX FURLONGS(Turf)

3 THIRD RACE MAIDEN CLAIMING
PURSE \$19,000. FOR MAIDENS, FILLIES TWO YEARS OLD.
 Weight 122 lbs.
CLAIMING PRICE \$30,000, For Each \$5,000 To \$20,000 2 lbs.
SIX AND ONE HALF FURLONGS(Turf)

4 FOURTH RACE ALLOWANCE
PURSE \$27,000. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON A RACE OTHER THAN MAIDEN, CLAIMING OR STARTER OR WHICH HAVE NEVER WON TWO RACES.
 Three Year Olds 119 lbs. Older 122 lbs.
 Non-winners Of \$20,000 At A Mile Or Over Since July 10, 2011. 2 lbs.
 \$15,000 At A Mile Or Over Since June 10, 2011. 4 lbs.
 (Races where entered for \$40,000 or less not considered in allowances)
 (Preference to horses that have not started for less than \$30,000 in last 5 starts)
ONE MILE(Turf)

5 FIFTH RACE STAKES

**The 15th Running of
KENTUCKY CUP LADIES TURF
\$50,000 Guaranteed**

FOR FILLIES AND MARES, THREE YEARS OLD AND UPWARD. FREE NOMINATION. \$250 to enter and an additional \$250 to start. Supplementary nominations may be made at time of entry on Wednesday, September 7, 2011 by payment of \$2,500 each (includes all fees). \$50,000 Guaranteed. After payment of 1% to all owners of horses finishing sixth through last, 62% of the remaining purse shall be paid to the owner of the winner, 20% to second, 10% to third, 5% to fourth and 3% to fifth. Three-year-olds, 118 lbs.; Older, 122 lbs. Non-winners of \$50,000 at a mile or over on the turf in 2011, allowed 2 lbs.; \$30,000 twice at a mile or over on the turf since May 1, 4 lbs.; \$30,000 at a mile or over on the turf in 2011, 6 lbs. Starters and riders must be named through the entry box by the usual time of closing. This race will be limited to fourteen starters. In the event more than fourteen pass the entry box, the fourteen starters will be determined at that time with preference given to Graded or Group stakes winners in order (I-II-III). Stakes winners, then highest turf earnings in 2011. Failure to draw into the race cancels all fees.

Nominations Close Saturday, September 3, 2011

ONE MILE(Turf)

FIRST DAY -- Saturday, September 10, 2011
(Entries Close on Wednesday, September 7, 2011)

6

SIXTH RACE

STAKES

The 15th Running of
THE KENTUCKY CUP TURF
\$150,000 Guaranteed - Grade III

FOR THREE YEAR OLDS AND UPWARD. FREE NOMINATION. \$750 to enter and an additional \$750 to start. Supplementary nominations may be made at time of entry on Wednesday, September 7, 2011 by payment of \$7,500 each (includes all fees). \$150,000 Guaranteed. After payment of 1% to all owners of horses finishing sixth through last, 62% of the remaining purse shall be paid to the owner of the winner, 20% to second, 10% to third, 5% to fourth and 3% to fifth. Three-Year-Olds, 118 lbs.; Older, 122 lbs. Non-winners of \$60,000 twice over ten furlongs on the turf since September 19, 2010 allowed 2 lbs.; \$40,000 over a mile on the turf since April 6, allowed 4 lbs.; \$30,000 over a mile on the turf in 2011, 6 lbs. Starters and riders must be named through the entry box by the usual time of closing. This race will be limited to fourteen starters. In the event more than fourteen pass the entry box, the fourteen starters will be determined at that time with preference given to Graded or Group stakes winners in order (I-II-III). Stakes winners, then highest turf earnings in 2011. Failure to draw into the race cancels all fees.
Nominations Close Saturday, September 3, 2011

ONE MILE AND ONE HALF (Turf)

7

SEVENTH RACE

CLAIMING

PURSE \$18,000. FOR THREE YEAR OLDS AND UPWARD.

Three Year Olds	119 lbs.	Older	122 lbs.
Non-winners of a race since August 10			2 lbs.
A race since July 10			4 lbs.
CLAIMING PRICE \$16,000, For Each \$1,000 To \$14,000.			2 lbs.

(Races where entered for \$12,500 or less not considered)

(Preference to horses that have not started for less \$12,500 in last 5 starts)

SEVEN FURLONGS (Turf)

S1

SUB RACE NO 1

CLAIMING

PURSE \$14,000. FOR THREE YEAR OLDS AND UPWARD.

Three Year Olds	119 lbs.	Older	122 lbs.
Non-winners of a race since August 10			2 lbs.
A race since July 10			4 lbs.
CLAIMING PRICE \$10,000, For Each \$500 To \$9,000.			1 lbs.

(Races where entered for \$8,000 or less not considered)

(Preference to horses that have not started for less \$8,000 in last 5 starts)

SIX AND ONE HALF FURLONGS (Turf)

S2

SUB RACE NO 2

CLAIMING

PURSE \$17,000. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON TWO RACES.

Three Year Olds	119 lbs.	Older	122 lbs.
Non-winners Of A Race Since August 10, 2011			3 lbs.

CLAIMING PRICE \$20,000

(Races where entered for \$17,500 or less not considered in allowances)

(Preference to horses that have not started for less \$17,500 in last 5 starts)

SIX AND ONE HALF FURLONGS (Turf)

S3

SUB RACE NO 3

CLAIMING

PURSE \$12,000. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON TWO RACES.

Three Year Olds	119 lbs.	Older	122 lbs.
Non-winners Of A Race Since August 10, 2011			2 lbs.

CLAIMING PRICE \$10,000

(Races Where Entered For \$7,500 Or Less Not Considered In Allowances)

(Preference To Horses That Have Not Started For Less \$7,500 In Last 5 Starts)

SIX AND ONE HALF FURLONGS (Turf)

S4

SUB RACE NO 4

MAIDEN CLAIMING

PURSE \$10,000. FOR MAIDENS, FILLIES AND MARES THREE YEARS OLD AND UPWARD.

Three Year Olds	119 lbs.	Older	122 lbs.
-----------------	----------	-------	----------

CLAIMING PRICE \$10,000

(Preference To Horses That Have Not Started For Less \$8,000 In Last 5 Starts)

SIX FURLONGS (Turf)

**SECOND DAY -- Monday, September 12, 2011
(Entries Close on Thursday, September 8, 2011)**

1	FIRST RACE PURSE \$25,000. FOR MAIDENS, TWO YEARS OLD. Weight 122 lbs. (Preference To Horses That Have Not Started For Less \$30,000 In Last 5 Starts)	MAIDEN
		SIX FURLONGS(Turf)
2	SECOND RACE PURSE \$25,000. FOR MAIDENS, FILLIES AND MARES THREE YEARS OLD AND UPWARD. Three Year Olds 119 lbs. Older 122 lbs. (Preference To Horses That Have Not Started For Less \$30,000 In Last 5 Starts)	MAIDEN
		SIX FURLONGS(Turf)
3	THIRD RACE PURSE \$17,000. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON TWO RACES. Three Year Olds 119 lbs. Older 122 lbs. Non-winners of a race at a mile or over since August 12 3 lbs. CLAIMING PRICE \$20,000 (Races where entered for \$17,500 or less not considered in allowances) (Preference to horses that have not started for less \$17,500 in last 5 starts)	CLAIMING
		ONE MILE(Turf)
4	FOURTH RACE PURSE \$14,000. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD. Three Year Olds 119 lbs. Older 122 lbs. Non-winners of a race since August 12 2 lbs. A race since July 12 4 lbs. CLAIMING PRICE \$10,000, For Each \$500 To \$9,000. (Races where entered for \$8,000 or less not considered) (Preference to horses that have not started for less \$8,000 in last 5 starts)	CLAIMING
		SIX AND ONE HALF FURLONGS(Turf)
5	FIFTH RACE PURSE \$27,000. FOR TWO YEAR OLDS WHICH HAVE NEVER WON A RACE OTHER THAN MAIDEN OR CLAIMING OR WHICH HAVE NEVER WON TWO RACES OR CLAIMING PRICE \$62,500. Weight 122 lbs. Non-winners Of \$20,000 2 lbs. Non-winners Of A Race Other Than Claiming 4 lbs. (Races Where Entered For \$40,000 Or Less Not Considered In Allowances) (Preference To Horses That Have Not Started For Less than \$30,000 In Last 5 Starts)	ALLOWANCE OPTIONAL CLAIMING
		SIX FURLONGS(Turf)
6	SIXTH RACE PURSE \$27,000. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON A RACE OTHER THAN MAIDEN, CLAIMING OR STARTER OR WHICH HAVE NEVER WON TWO RACES. Three Year Olds 119 lbs. Older 122 lbs. Non-winners Of \$20,000 Since July 12, 2011 2 lbs. \$15,000 Since June 12, 2011 4 lbs. (Races where entered for \$40,000 or less not considered in allowances) (Preference to horses that have not started for less than \$30,000 in last 5 starts)	ALLOWANCE
		SIX FURLONGS(Turf)

**SECOND DAY -- Monday, September 12, 2011
(Entries Close on Thursday, September 8, 2011)**

7 SEVENTH RACE ALLOWANCE OPTIONAL CLAIMING
PURSE \$29,000. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON TWO RACES OTHER THAN MAIDEN, CLAIMING OR STARTER OR WHICH HAVE NEVER WON THREE RACES OR CLAIMING PRICE \$45,000.
 Three Year Olds 119 lbs. Older 122 lbs.
 Non-winners Of \$20,000 At A Mile Or Over Since July 12, 2011 2 lbs.
 \$15,000 At A Mile Or Over Since June 12, 2011 4 lbs.
 (Races where entered for \$40,000 or less not considered in allowances)
 (Preference to horses that have not started for less than \$30,000 in last 5 starts)

**ONE MILE(Turf)
Alternate Distance: SIX FURLONGS**

8 EIGHTH RACE MAIDEN CLAIMING
PURSE \$19,000. FOR MAIDENS, FILLIES AND MARES THREE YEARS OLD AND UPWARD.
 Three Year Olds 119 lbs. Older 122 lbs.
CLAIMING PRICE \$30,000, For Each \$5,000 To \$20,000 2 lbs.
 (Preference To Horses That Have Not Started For Less \$17,500 In Last 5 Starts)

SIX AND ONE HALF FURLONGS(Turf)

S1 SUB RACE NO 1 MAIDEN CLAIMING
PURSE \$19,000. FOR MAIDENS, TWO YEARS OLD.
 Weight 122 lbs.
CLAIMING PRICE \$30,000, For Each \$5,000 To \$20,000 2 lbs.
 (Preference To Horses That Have Not Started For Less \$17,500 In Last 5 Starts)

SIX FURLONGS(Turf)

S2 SUB RACE NO 2 MAIDEN CLAIMING
PURSE \$10,000. FOR MAIDENS, THREE YEARS OLD AND UPWARD.
 Three Year Olds 119 lbs. Older 122 lbs.
CLAIMING PRICE \$10,000
 (Preference To Horses That Have Not Started For Less \$8,000 In Last 5 Starts)

ONE MILE AND SEVENTY YARDS(Turf)

S3 SUB RACE NO 3 CLAIMING
PURSE \$12,000. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON TWO RACES.
 Three Year Olds 119 lbs. Older 122 lbs.
 Non-winners of a race at a mile or over since August 12 2 lbs.
 Such a race since July 12 4 lbs.
CLAIMING PRICE \$10,000
 (Races Where Entered For \$7,500 Or Less Not Considered In Allowances)
 (Preference To Horses That Have Not Started For Less \$7,500 In Last 5 Starts)

ONE MILE(Turf)

Closing Saturday, September 10, 2011

THE FRANKLIN-SIMPSON MILE

Purse \$50,000 Guaranteed

Three Year Olds and Upward

One Mile (Turf)

(To be run Saturday, September 17, 2011)

**FOURTH DAY -- Monday, September 19, 2011
(Entries Close on Thursday, September 15, 2011)**

1	FIRST RACE	MAIDEN
	PURSE \$25,000. FOR MAIDENS, TWO YEARS OLD.	
	Weight	122 lbs.
	(Preference To Horses That Have Not Started For Less \$30,000 In Last 5 Starts)	
		ONE MILE(Turf)
2	SECOND RACE	MAIDEN
	PURSE \$25,000. FOR MAIDENS, FILLIES AND MARES THREE YEARS OLD AND UPWARD.	
	Three Year Olds	119 lbs.
	Older	122 lbs.
	(Preference To Horses That Have Not Started For Less \$30,000 In Last 5 Starts)	
		ONE MILE AND SEVENTY YARDS(Turf)
3	THIRD RACE	CLAIMING
	PURSE \$17,000. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON TWO RACES.	
	Three Year Olds	119 lbs.
	Older	122 lbs.
	Non-winners of a race at a mile or over since August 19	3 lbs.
	CLAIMING PRICE \$20,000	
	(Races where entered for \$17,500 or less not considered in allowances)	
	(Preference to horses that have not started for less \$17,500 in last 5 starts)	
		ONE MILE(Turf)
4	FOURTH RACE	CLAIMING
	PURSE \$14,000. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD.	
	Three Year Olds	119 lbs.
	Older	122 lbs.
	Non-winners of a race at a mile or over since August 19	2 lbs.
	Such a race since July 19	4 lbs.
	CLAIMING PRICE \$10,000, For Each \$500 To \$9,000.	1 lbs.
	(Races where entered for \$8,000 or less not considered)	
	(Preference to horses that have not started for less \$7,500 in last 5 starts)	
		ONE MILE(Turf)
5	FIFTH RACE	ALLOWANCE OPTIONAL CLAIMING
	PURSE \$27,000. FOR FILLIES TWO YEARS OLD WHICH HAVE NEVER WON A RACE OTHER THAN MAIDEN OR CLAIMING OR WHICH HAVE NEVER WON TWO RACES OR CLAIMING PRICE \$62,500.	
	Weight	122 lbs.
	Non-winners Of \$20,000	2 lbs.
	Non-winners Of A Race Other Than Claiming	4 lbs.
	(Races Where Entered For \$40,000 Or Less Not Considered In Allowances)	
	(Preference To Horses That Have Not Started For Less than \$30,000 In Last 5 Starts)	
		SIX FURLONGS(Turf)
6	SIXTH RACE	ALLOWANCE
	PURSE \$27,000. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON A RACE OTHER THAN MAIDEN, CLAIMING OR STARTER OR WHICH HAVE NEVER WON TWO RACES.	
	Three Year Olds	119 lbs.
	Older	122 lbs.
	Non-winners Of \$20,000 At A Mile Or Over Since July 19, 2011	2 lbs.
	\$15,000 At A Mile Or Over Since June 19, 2011	4 lbs.
	(Races where entered for \$40,000 or less not considered in allowances)	
	(Preference to horses that have not started for less than \$30,000 in last 5 starts)	
		ONE MILE AND ONE HALF(Turf)

**FOURTH DAY -- Monday, September 19, 2011
(Entries Close on Thursday, September 15, 2011)**

7	SEVENTH RACE	ALLOWANCE
	PURSE \$27,000. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON A RACE OTHER THAN MAIDEN, CLAIMING OR STARTER OR WHICH HAVE NEVER WON TWO RACES.	
	Three Year Olds 119 lbs.	Older 122 lbs.
	Non-winners Of \$20,000 At A Mile Or Over Since July 19, 2011	2 lbs.
	\$15,000 At A Mile Or Over Since June 19, 2011	4 lbs.
	(Races where entered for \$40,000 or less not considered in allowances)	
	(Preference to horses that have not started for less than \$30,000 in last 5 starts)	
		ONE MILE(Turf)
8	EIGHTH RACE	CLAIMING
	PURSE \$18,000. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD.	
	Three Year Olds 119 lbs.	Older 122 lbs.
	Non-winners of a race since August 19	2 lbs.
	A race since July 19	4 lbs.
	CLAIMING PRICE \$16,000. For Each \$1,000 To \$14,000	2 lbs.
	(Races where entered for \$12,500 or less not considered)	
	(Preference to horses that have not started for less \$12,500 in last 5 starts)	
		SIX AND ONE HALF FURLONGS(Turf)
S1	SUB RACE NO 1	CLAIMING
	PURSE \$12,000. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON TWO RACES.	
	Three Year Olds 119 lbs.	Older 122 lbs.
	Non-winners of a race at a mile or over since August 19	2 lbs.
	Such a race since July 19	4 lbs.
	CLAIMING PRICE \$10,000	
	(Races Where Entered For \$7,500 Or Less Not Considered In Allowances)	
	(Preference To Horses That Have Not Started For Less \$7,500 In Last 5 Starts)	
		ONE MILE(Turf)
S2	SUB RACE NO 2	MAIDEN CLAIMING
	PURSE \$10,000. FOR MAIDENS, THREE YEARS OLD AND UPWARD.	
	Three Year Olds 119 lbs.	Older 122 lbs.
	CLAIMING PRICE \$10,000	
	(Preference To Horses That Have Not Started For Less \$8,000 In Last 5 Starts)	
		SIX AND ONE HALF FURLONGS(Turf)
S3	SUB RACE NO 3	STARTER ALLOWANCE
	PURSE \$15,000. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE STARTED FOR A CLAIMING PRICE OF \$8,000 OR LESS IN 2010-2011.	
	Three Year Olds 119 lbs.	Older 122 lbs.
	Non-winners Of A Race Other Than Claiming At A Mile Or Over Since July 19, 2011	2 lbs.
	Such A Race Since June 19, 2011	4 lbs.
	(Highweights Preferred)	
		ONE MILE AND ONE HALF(Turf)

KENTUCKY DOWNS

NOTES

KENTUCKY DOWNS

NOTES

KENTUCKY DOWNS

NOTES