

The Ruby Buckle
18901 Winners Circle Dr
Thackerville, OK 73459

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www.therubybuckle.com



2024 Entry/Nom Form

Please note: You do not need to fill out separate nomination form

April 21-28, 2024
Lazy E Arena, Guthrie, OK
Entries are due March 8

ALL HORSES HAVE TO BE NOMINATED EVERY YEAR IN ORDER TO REMAIN ELIGIBLE TO COMPETE.

NOTE: Only horses sired by Ruby Buckle Stallions & current year nomination has been paid are eligible to compete. Please include copy of registration papers (front & back) and completed W-9 with this entry form.

Horses Registered Name: _____ Foaling Month/Date/Year: _____

Registration Number: _____ Sex: M S G Color: _____

Sire: _____ Dam: _____ Dam Sire: _____

Rider: _____ Rider ph#/email address: _____

Owner: _____ Breeder: _____

Owner Address: _____ Breeder Address: _____

Owner City, State, Zip: _____ Breeder City, State, Zip: _____

Owner ph #: _____ Owner email: _____

check here if address is different from previous address listed with Ruby Buckle

**Your time from Futurity/Derby will roll over to 4D - you will run in the Futurity/Derby.
You do not have the option to run in both. Please check both boxes.*

\$200 Nomination Fee (If NOT already paid in 2024 - only ONE nomination is due per calendar year)

\$500 4D Race (horses of any age)

\$500 2D Futurity Race (4 &/or 5 yr olds)

\$500 2D Derby Race (for any &/or all of the 3 years following futurity year)

\$250 Sale Graduate 4D Side Pot (must enter 4D - only for horses purchased through any Ruby Buckle Select Sale)

\$250 Owner/Rider Sidepot (must enter 4D)

\$250 Rookie Ruby Sidepot (must enter 4D and have never competed at any Ruby Buckle Event)

3D Youth Incentive (must enter 4D - no extra fee, 16 & under at time of race - must provide proof of age)

\$15 Office charge for mailed in entries (fee is waived if you enter online)

Late Entries accepted until close of check in - 4/21 for Derby, 4/22 for Futurity, 4/23 for Rookie Ruby & 4/26 for Open/Youth. All fees will be doubled. Cash/card only on site. Ex. \$1000 Futurity Entry, \$1000 4D Entry, \$1000 Derby Entry, \$500 all side pots and you will be bottom of the draw. If Nomination Fee has not been paid for 2024 that is also due (\$200).

Signature _____

By signing you are acknowledging that you have read the rules and fully understand them. The Ruby Buckle LLC assumes no liability.

Credit Card Payment - Card Number _____ Exp. date _____ CVC _____

Name on Card _____ Billing Zip Code _____

\$50 fee for declined credit cards and returned checks. It is the sender's responsibility to confirm the receipt of this nomination to the Ruby Buckle office. There is a 4% fee for using credit cards.

Please send all applicable paperwork to: **The Ruby Buckle, 18901 Winners Circle Dr, Thackerville, OK 73459.** Entries must be postmarked by 3/8. Emailed entries will no longer be accepted. There will be a \$25 charge for incomplete forms & late fees will be applied if postmarked after 3/8.

No Refunds - No Buy Outs - No Vet Outs on entries

UNCONDITIONAL RELEASE

Full and Unconditional Release for Participation in any Pink Buckle or Ruby Buckle Event

PARTICIPANT HAS READ AND VOLUNTARILY AGREES TO THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT on this form, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made. By participating I acknowledge that I have been sufficiently informed of the risks involved by my own free act and deed; that by participating I give voluntary consent with full intention to be bound by the same, and free from any inducement or representation. Whether signed or not, by participating, I agree that this waiver will remain effective from time of participation at any Pink Or Ruby Buckle event and whenever I participate in any Pink or Ruby Buckle event in the future.

Each participant is fully aware, completely understands, and accepts that participation in any Pink Or Ruby Buckle Event, whether as a contestant, independent contractor, employee, volunteer, exhibitor, sponsor or spectator, is dangerous and that the events and activities associated with, relating to, arising out of, and concerning this participation present substantial, serious, and real risks of personal injury or death to the participant, and the loss of, damage to, or destruction of the participant's personal property including livestock. With full knowledge of the risks involved, I hereby release, waive, and discharge per this release, liability for all claims related to any involvement or participation. Further, I will make myself aware of the arena's field of competition and I will assess if any dangers exist and if I participate I take full responsibility for the inherent risk.

In Consideration of being permitted to participate in, enter upon any venue or any facility including the Bastian Agri Center, South Jordan, Utah; Lazy E Arena, Guthrie, Oklahoma; and/or the Agricenter Showplace Arena Memphis, TN and associated facilities for the event(s) of the PINK OR RUBY BUCKLE RACES. I hereby, and all persons under my management and control including minor children, acknowledge the dangers inherent in horse related events, and in the use of the facilities. I fully and completely accept and assume these substantial, serious, and real risks whether or not apparent, known, unknown, foreseen, unforeseen, present, or contingent, and whether or not caused by any negligence of the RELEASED PARTIES (as defined below), or the negligence of any contestant, volunteer, employee or spectator including but not limited to, any negligence associated with the design or designing, staging, supervising, maintaining or in any way presenting, conducting or sponsoring the Event, further I agree to use extraordinary care and prudence in my activities and those of charges, and do: HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the organizers or any subdivision thereof, chairmen, agents, officials, associated facilities, any other facilities used for a Pink Or Ruby Buckle event(s), its sponsors, and each of their agents, servants, employees, and representatives (collectively, the "RELEASED PARTIES"); and HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASED PARTIES from any claim, demand, or liability for personal injuries or property damage arising from participation or use of the event facilities.

PROMOTIONAL MATERIALS: As a Participant(s) I grant permission to Pink Or Ruby Buckle and/or its assigns to use photographs, videos, recordings and/or words said by participants and or their horses in its promotional and advertising materials without notification or compensation.

ASSURANCES. As a participant I fully understand and agree that this Release is to be interpreted and applied in the broadest and most comprehensive manner in favor of the RELEASED PARTIES. As a participant I agree that I have full power authority, capacity and right without limitation to sign, deliver and perform this release. This release shall be and is binding upon the participants and his/her spouse, legal representatives, heirs, successors, and assigns. The participant agrees that the laws of the States of Delaware govern this Participation Release. The participant also agrees that upon entry to any event, I have read and understand said agreement whether the signature has been returned or not.

ARBITRATION. PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. Dispute Resolution: In the event of any dispute relating to this Agreement, the relationship between Pink Buckle, LLC and you (including but not limited to your membership in the PINK OR RUBY BUCKLE nomination program), or any other dispute between Pink Buckle, LLC and you (including but not limited to disputes regarding any claim, demand, or liability for personal injuries or property damage arising from participation or use and enjoyment of any sponsored event and facilities, claims of negligence, breach of contract, fraud or any claims based upon a written law and any disputes concerning any agents, partners, employees, officers, insurers, related entities, or persons of either you or Pink Buckle, LLC), both Pink Buckle, LLC and you agree to final and binding arbitration before a single neutral arbitrator (the "Arbitrator") applying Delaware law, including in connection with any issue relating to the scope or proper interpretation of this arbitration obligation.

Either party may initiate the arbitration process by filing an initiating document with American Arbitration Association ("AAA"), or alternatively a mutually agreed upon arbitrator or arbitration service, under the applicable commercial arbitration rules for the AAA or the mutually agreed upon arbitration service. Unless otherwise required by applicable law, the arbitration will be conducted in Albuquerque, New Mexico.

Pink Buckle, LLC and you agree to share equally in the cost of the arbitration, except that each side is responsible for its own attorney's fees and costs, unless the Arbitrator determines that a claim or defense was put forward in bad faith or in a frivolous manner, resulting in a reallocation of fees or costs as the Arbitrator may reasonably decide.

Unless this provision is prohibited by applicable law, you expressly represent and agree that in any dispute or arbitration proceeding, you can and will only seek to represent and advance your own interests; you shall be prohibited from seeking to assert a claim on behalf of any other party or person, either on a multi-party, representative, or class action basis; and in no event shall you be entitled to seek punitive or exemplary damages, or consequential or remote damages, in the absence of proof of knowing and intentional misconduct expressly approved or ratified by Pink Buckle, LLC.

It is important that you make an informed decision about the implications of arbitration and that you understand the advantages and disadvantages of forgoing a judicial forum and proceeding with arbitration if a dispute arises. You agree that this dispute resolution process is not required by law, regulation, or ethical standard, but is an important provision to Pink Buckle, LLC that is required in the acceptance of participation in a PINK OR RUBY BUCKLE event. By entering into this binding arbitration provision, you agree and acknowledge that:

- You and Pink Buckle, LLC are waiving the right to submit the dispute to a judge or jury, although you and Pink Buckle, LLC both retain the right to seek immediate injunctive or declaratory relief, including relief by ex parte expedited proceedings, in the case of breaches of confidence or violations of law or equity that require immediate judicial intervention in the protection of either, or both, parties' protected privacy, safety, or ethical rights or interests;
- Pre-arbitration discovery is generally more limited, and different from, the discovery allowed in court proceedings, and you and Pink Buckle, LLC jointly request that the Arbitrator affirmatively prohibit discovery unless it is deemed actually necessary to the preparation of a party's case, in conformity with principles of due process, with the Arbitrator still directed to impose reasonable time, manner, and location limitations in order to expedite the discovery and overall resolution of the dispute;
- The Arbitrator's award is not required to include factual findings or legal reasonings, and it may contain factual or legal errors that cannot be reviewed on appeal or through separate legal challenge;
- This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. ("FAA");
- The Arbitrator is entitled to grant any remedy that an administrative agency, court, or jury would be entitled to issue, except for those damages or limitations noted above; and
- Judgment on any arbitration award may be entered in any court having jurisdiction, and the parties' consent to the jurisdiction of the state or federal district court for the purpose of entry of the Judgment and any requirements contained therein.

By signing this Agreement and nominating a horse and/or participating in a Pink Or Ruby Buckle event, you warrant that you have received sufficient information regarding the arbitration process and have had the opportunity to seek any advice from independent counsel in reviewing the Agreement and its arbitration provision, allowing you to make an informed decision with respect to forgoing a judicial forum. In addition to the information about arbitration provided above, the rules and regulations for arbitrations conducted by the AAA are available for review on their website at www.adr.org. If you have any questions, you may contact consult your own independent counsel.

Further, Pink Buckle, LLC has the right to refuse entry to anyone for any reason it deems necessary, including but not limited to rules violations; all fees paid by participants are forfeited.

If signing for any minors under eighteen (18) years old, please list the names, ages, and relationship to you on this release.

Sign: _____ Print Name: _____ Sign: _____ Print Name: _____ Date: _____

Minors Name: _____
Relationship to Signer: _____
Age: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.