

129TH Kentucky Futurity

Open and Filly Divisions for Foals of 2018; Three-Year-Old Trotters To Be Raced in 2021

Owned and Serviced By:

The Red Mile

Sponsor:

The Red Mile, et al.

For:

Foals of 2018 (Subject to USTA Rule 26, Section 23 (d).)

Nominated horses must be properly identified to the satisfaction of The Red Mile at the time of nomination, including but not limited to certifying that the nominated horse is registered as a twin or as the only foal of the mare in 2018 or, if produced through embryo/ovum transfer, is the donor's mare's first born foal in 2018. The Owner(s) of the nominated horse agree to indemnify and hold The Red Mile harmless from any and all claims, suits or damages, including attorney's fees, arising out of or related in any way to such certification.

To Be Raced As:

The Kentucky Futurity Open and the Kentucky Futurity Filly.

Estimated Total Purse:

\$500,000E Open Division.....\$300,000E Filly Division

To Be Raced At:

The Red Mile, Lexington, KY

Cancellation:

The Red Mile reserves the right to cancel any or all of the races if it becomes impractical or undesirable in the opinion of The Red Mile to conduct said races. If an event is not raced, The Red Mile's responsibility and liability shall be limited to refunding, without interest, all payments collected toward these events. These monies will be pro-rated among those owners of horses eligible at the time of cancellation.

Added Money:

The Red Mile and/or sponsors will add a minimum of ten percent (10%) to all monies collected from nominations, stakes payments and starting fees for this event. The association may deduct one per cent for administration, advertising and trophies for these events.

Nomination Fees (U.S. funds only):

May 15, 2019 \$50

Supplemental Yearling Nomination (U.S. funds only):

Otherwise not eligible yearlings may be made eligible by paying a supplemental fee.

August 15, 2019.....\$250

Future Payments (U.S. funds only):

On 2-year-olds	Open	Filly
March 15, 2020	\$500.....	\$300
Supplemental Payment*	\$1,000.....	\$500

*Those horses not nominated to these events by the yearling payment may be made eligible the two-year-old supplemental payment of the fees designated herein.

On 3-year-olds	Open	Filly
February 15, 2021.....	\$1,000.....	\$500
March 15, 2021	\$1,500.....	\$750
Declaration Fee	\$7,500.....	\$3,500
**Supplemental Payment.....	\$75,000.....	\$50,000

**Any horse not nominated and sustained may be supplemented as a 3-year-old to the Kentucky Futurity Open and Filly division in 2020 with a declaration to start accompanied by the payment listed above in the form of a certified check, due at the time of declaration as listed on The Red Mile condition sheet.

Filly Notice:

A filly eligible to the filly division of the Kentucky Futurity may start in the Open division of the Kentucky Futurity by making up the required Open division payments. Previous payments remain with the Filly division. A filly may not start in both events.

Payment Distribution:

Nomination fees will be divided equally between the two races. All other payments will be credited to the specific race.

Transfer of Gait:

Any eligible horse may transfer to the Tattersalls Pace by paying all nomination and other required payments due in the Tattersalls at the time of transfer.

Declaration:

Declaration fee shall be due at the time of declaration and payable before the horse starts. Declaration fees should be made payable to The Red Mile. There are no refunds for scratched horses. Qualifying standards for these events shall be those in effect for Added Money Races at The Red Mile.

Notice:

Failure to make any payment required by the conditions constitutes an automatic withdrawal from the event.

Racing Conditions:

The LTBA will use its best efforts to publish the Racing Conditions for both the Kentucky Open and Filly Division. Otherwise the Racing Conditions for the Races will be published in the USTA Stakes Guide and online at the USTA, or available from The Red Mile when finalized.

The LTBA reserves the right to conduct either Race or both Races: at a distance of one mile or greater.

The number of starters will be limited to the 12 eligible and qualified horses that are the highest money earners in 2020 from Jan. 1 thru and including the official time of declaration on The Red Mile's condition sheet.

In the event of more than 12 entires that are declared for any of these events but does not draw into the event due to the above condition (including a horse drawn as also eligible that does not draw into the race) and meets the track's qualifying standards for the race will have their nomination and sustaining fees refunded in full and shall not be liable for the entry fee.

The sponsors reserve the right to reject any entry and return the fees paid toward that entry.

All starters are subject to the detention policy of The Red Mile..

The Red Mile, at its sole discretion as to what it determines to be in the best interest of the Races, reserves the right to refuse the participation of any entry or proposed entry. Any horse owned or trained by an owner or trainer who is arrested, indicted or is the subject of a filed governmental criminal information charging such person with administering, selling, sponsoring or encouraging the sale or use of illegal medications or the illegal or unethical treatment of animals will be ineligible to race in any of the races owned or controlled by The Red Mile. Such ineligibility shall commence on the date of such arrest, indictment or information and continue for a minimum of 60 days from the time of the transfer of ownership of the horse and/or the change of trainers to a bona fide separate and unrelated licensed owner or trainer, as the case may be. All payments may be subject to forfeiture.

Money Division:

In both the Open and Filly division, the purse shall be divided and awarded: 50-25-12-8 and 5% according to the finish in the final.

Protests, Investigations And/Or Disputes:

In the event of any protest, investigation or dispute with respect to the results of the LTBA or any Races related thereto, the LTBA may, if it is in possession of the purse, at its option deliver the purse, or the disputed portion thereof, to the Track which shall hold such purse in a segregated interest-bearing bank account, to be disbursed by the Track following the final binding and non-appealable determination of any such protest, investigation or dispute. Further, the Owner shall hold the LTBA and the Track, their officers, directors, members, employees and agents harmless from, against and in respect of any and all claims, actions, losses, damages, liabilities, judgment, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) resulting from any such protest, investigation or dispute.

In the case of any dispute as to the interpretation of these conditions, the decision of the Executive Committee of The Lexington Trots Breeders Association, Inc. shall be final. All fees and payments in any race are accepted on the condition that all claims, objections and appeals arising out of these Races or with respect to any interpretation of any rules or conditions of the Races, or otherwise shall be decided by the Executive Committee of the LTBA, which decision shall be final and not subject to appeal. Any appeal rights which the owner shall otherwise have are waived.

Rules:

The LTBA reserves the right to add to, amend or delete the conditions of all or any part of the The Kentucky Futurity, without liability including but not limited to:

- a) eligibility of horses, fees and payments, racing conditions , format, the amount and distribution of purses to be awarded in each Race, elimination and final heat;
- b) time and/or date of declarations;
- c) dates and/or the location of either Race or both Races including the date of the eliminations;
- d) other matters that the LTBA determines to be necessary and appropriate for the proper administration, promotion and implementation of the Kentucky Futurity.

Unless otherwise specified and except as may be affected by a state or provincial racing Commission or Board, USTA rules not in conflict with these conditions of the Kentucky Futurity, or the future amended conditions of the Races, to govern. The conditions and rules shall be those in effect at the time of the Races.

Checks Made Payable To and Send To:

The Red Mile
1101 Winbak Way
Lexington, KY 40504