

2025 Speedhorse Graham Paint & Appaloosa Futurity

**The Richest
Race In The
Industry!**

The race is on at Remington Park!

350 YARD

SPEEDHORSE GRAHAM PAINT & APPALOOSA FUTURITY-G1

**\$75,000 added
\$225,000 estimated**

For Two-year-old APHA or ApHC • 124 lbs.
Trials: May 17, 2025 • Finals: May 31, 2025

REMINGTON PARK

Oklahoma City, Oklahoma

	Regular Payment	Late Payment
Dec. 1, 2024	\$500	
Jan. 1, 2025	\$500	\$500 †
Feb. 1, 2025	\$500	\$1,000 †
March 1, 2025	\$500	\$3,000 †
April 1, 2025	\$500	\$4,000 †
TOTAL	\$2,500	

Late Supplement Time of Entry
payment to be made at racetrack
Payment \$5,500 + All Payments
† Plus All Payments to Date

Purse Disbursement

1st	38%
2nd	17%
3rd	11%
4th	8%
5th	6%
6th	5%
7th	4.5%
8th	4%
9th	3.5%
10th	3%

**7-Day
Grace Period -
No Exceptions!**

When entering a Late Entry, pay the amount shown in the late column for that payment date plus all Regular payments to date and then resume normal payment schedule.

If you miss your regular payment deadline, you may reinstate your horses by making a double payment of that payment date. This will only be good if the payment is made before the next scheduled due date. If two consecutive payments are missed then the entry will be ineligible, although you may re-enter with late payments.

Notice: All foals must registered by APHA or ApHC.

**Make a separate check for each race payable to: Speedhorse Graham Paint & Appaloosa Futurity
P.O. Box 1000 • Norman, OK 73070 • 617 24th Ave. SW • Norman, OK • 73069 • (405) 310-4651 • FAX (405) 310-4655**

Name Of Horse	Reg.#	YOB	Sex C/F	Sire	Dam

Credit Card Phone Orders Accepted VISA Mastercard Discover American Express Check

Name _____

Card # _____ Exp. _____ Verification # _____

Address _____ City _____ State _____ Zip _____

Phone # _____ Phone # _____

You Must make separate checks for each race. You may make one check for several horses in the same race. Include Copy of Registration Papers.

FOR YOUR PROTECTION SEND ALL PAYMENTS CERTIFIED MAIL. MUST BE IN OUR OFFICE BY THE 7TH - NO EXCEPTIONS. PLEASE NOTIFY SPEEDHORSE IMMEDIATELY OF ANY SALE OF NOMINATED HORSE OR OWNER'S CHANGE OF ADDRESS

*Horses Entering Race Are Bound By Conditions.
Use separate forms for additional entries!

Credit Card payments will be applied a 3.5% service charge by the Credit Card Company.

I hereby request that the above described horse(s) be accepted for participation in the 2025 Speedhorse Races. I agree to be bound by the rules and conditions as established and interpreted by Speedhorse Races, the rules and regulations of the Oklahoma Racing Commission and the track rules and conditions of the host track.

Recorded Owner, Lessee or Authorized Agent

ENTER TODAY!

X _____
Signature

Subject to Final
OHRC Approval

*Starting in 2025, Speedhorse will no longer be offering
incentives for the Speedhorse Paint & Appaloosa Triple*

Crown Champion or Hi-Point Champion.



SPEEDHORSE

2025 Speedhorse Futurity-G3

The race is on at Fair Meadows!

350 YARD
SPEEDHORSE FUTURITY-G3
\$85,000 added
\$225,000 estimated

For Two-year-olds • 124 lbs.
 Trials: July 5, 2025 • Finals: July 19, 2025
FAIR MEADOWS
 Tulsa, Oklahoma

	Regular Payment	Late Payment
Feb. 1, 2025	\$250	
March 1, 2025	\$250	\$100 †
April 1, 2025	\$250	\$200 †
May 1, 2025	\$250	\$350 †
June 1, 2025	\$250	\$2,000 †
TOTAL	\$1,250	

Late Supplement Time of Entry payment to be made at racetrack
 Payment \$2,500 + All Payments † Plus All Payments to Date

Purse Disbursement

1st	38%
2nd	17%
3rd	11%
4th	8%
5th	6%
6th	5%
7th	4.5%
8th	4%
9th	3.5%
10th	3%

**7-Day
 Grace Period -
 No Exceptions!**

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Subject to approval from OHRC.

Make a separate check for each race payable to: Speedhorse Futurity
P.O. Box 1000 • Norman, OK 73070 • 617 24th Ave. SW • Norman, OK • 73069 • (405) 310-4651 • FAX (405) 310-4655

Name Of Horse	Reg.#	YOB	Sex C/F	Sire	Dam

Credit Card Phone Orders Accepted VISA Mastercard Discover American Express Check

Name _____

Card # _____ Exp. _____ Verification # _____

Address _____ City _____ State _____ Zip _____

Phone # _____ Phone # _____

You Must make separate checks for each race. You may make one check for several horses in the same race. Include Copy of Registration Papers

FOR YOUR PROTECTION SEND ALL PAYMENTS CERTIFIED MAIL. MUST BE IN OUR OFFICE BY THE 7TH - NO EXCEPTIONS. PLEASE NOTIFY SPEEDHORSE IMMEDIATELY OF ANY SALE OF NOMINATED HORSE OR OWNER'S CHANGE OF ADDRESS

I hereby request the above described horse(s) be accepted for participation in the 2025 Speedhorse Races. I agree to be bound by the rules and conditions as established and interpreted by Speedhorse Races, the rules and regulations of the Oklahoma Racing Commission and the track rules and conditions of the host track.

Recorded Owner, Lessee or Authorized Agent

X _____
 Signature

Subject to Final OHRC Approval

*Horses Entering Race Are Bound By Conditions.
 Use separate forms for additional entries!

Credit Card payments will be applied a 3.5% service charge by the Credit Card Company

ENTER TODAY!



SPEEDHORSE

2025 Speedhorse Paint & Appaloosa Futurity-G1

The race is on at Fair Meadows!

350 YARD
SPEEDHORSE PAINT & APPALOOSA FUTURITY-G1
\$40,000 added
\$100,000 estimated

For Two-year-old APHA or ApHC • 124 lbs.
 Trials: July 3, 2025 • Finals: July 19, 2025
FAIR MEADOWS
 Tulsa, Oklahoma

	Regular Payment	Late Payment
Feb. 1, 2025	\$300	
March 1, 2025	\$300	\$150 †
April 1, 2025	\$300	\$250 †
May 1, 2025	\$300	\$600 †
June 1, 2025	\$300	\$2,000 †
TOTAL	\$1,500	

Late Supplement Time of Entry payment to be made at racetrack
 Payment \$3,000 + All Payments † Plus All Payments to Date

Purse Disbursement

1st	38%
2nd	17%
3rd	11%
4th	8%
5th	6%
6th	5%
7th	4.5%
8th	4%
9th	3.5%
10th	3%

When entering a Late Entry, pay the amount shown in the late column for that payment date plus all Regular payments to date and then resume normal payment schedule.

If you miss your regular payment deadline, you may reinstate your horses by making a double payment of that payment date. This will only be good if the payment is made before the next scheduled due date. If two consecutive payments are missed then the entry will be ineligible, although you may re-enter with late payments.

**7-Day
Grace Period -
No Exceptions!**

Estimated \$20,000 Speedhorse Paint & Appaloosa Juvenile by fastest time for horses not qualifying to the finals of the Futurity

Notice: All foals must be registered by APHA or ApHC.

Make a separate check for each race payable to: Speedhorse Paint & Appaloosa Futurity
P.O. Box 1000 • Norman, OK 73070 • 617 24th Ave. SW • Norman, OK • 73069 • (405) 310-4651 • FAX (405) 310-4655

Name Of Horse	Reg.#	YOB	Sex C/F	Sire	Dam

Credit Card Phone Orders Accepted VISA Mastercard Discover American Express Check

Name _____

Card # _____ Exp. _____ Verification # _____

Address _____ City _____ State _____ Zip _____

Phone # _____ Phone # _____

You Must make separate checks for each race. You may make one check for several horses in the same race. Include Copy of Registration Papers.

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I hereby request the above described horse(s) be accepted for participation in the 2025 Speedhorse Races. I agree to be bound by the rules and conditions as established and interpreted by Speedhorse Races, the rules and regulations of the Oklahoma Racing Commission and the track rules and conditions of the host track.

Recorded Owner, Lessee or Authorized Agent

ENTER TODAY!

X _____
Signature

Subject to Final
OHRC Approval

Starting in 2025, Speedhorse will no longer be offering incentives for the Speedhorse Paint & Appaloosa Triple Crown Champion or Hi-Point Champion.



SPEEDHORSE

2025 Speedhorse Derby

The race is on at Fair Meadows!

**350 YARD
SPEEDHORSE DERBY**
\$25,000 added
\$85,000 estimated

For Three-year-olds • 124 lbs.
 Trials: July 3, 2025 • Finals: July 19, 2025

FAIR MEADOWS
 Tulsa, Oklahoma

	Regular Payment	Late Payment
Feb. 1, 2025	\$250	
March 1, 2025	\$250	\$100 †
April 1, 2025	\$250	\$200 †
May 1, 2025	\$250	\$350 †
June 1, 2025	\$250	\$2,000 †
TOTAL	\$1,250	

Late Supplement Time of Entry
 payment to be made at racetrack
 Payment \$2,500 + All Payments
 † Plus All Payments to Date

**Purse
Disbursement**

1st	38%
2nd	17%
3rd	11%
4th	8%
5th	6%
6th	5%
7th	4.5%
8th	4%
9th	3.5%
10th	3%

**7-Day
Grace Period -
No Exceptions!**

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If you miss your regular payment deadline, you may reinstate your horses by making a double payment of that payment date. This will only be good if the payment is made before the next scheduled due date. If two consecutive payments are missed then the entry will be ineligible, although you may re-enter with late payments.

Subject to approval from OHRC.

Make a separate check for each race payable to: Speedhorse Futurity

P.O. Box 1000 • Norman, OK 73070 • 617 24th Ave. SW • Norman, OK • 73069 • (405) 310-4651 • FAX (405) 310-4655

Name Of Horse	Reg.#	YOB	Sex C/F	Sire	Dam

Credit Card Phone Orders Accepted VISA Mastercard Discover American Express Check

Name _____

Card # _____ Exp. _____ Verification # _____

Address _____ City _____ State _____ Zip _____

Phone # _____ Phone # _____

You Must make separate checks for each race. You may make one check for several horses in the same race. Include Copy of Registration Papers.

FOR YOUR PROTECTION SEND ALL PAYMENTS CERTIFIED MAIL. MUST BE IN OUR OFFICE BY THE 7TH - NO EXCEPTIONS. PLEASE NOTIFY SPEEDHORSE IMMEDIATELY OF ANY SALE OF NOMINATED HORSE OR OWNER'S CHANGE OF ADDRESS

*Horses Entering Race Are Bound By Conditions.
 Use separate forms for additional entries!

Credit Card payments will be applied a 3.5% service charge by the Credit Card Company.

I hereby request the above described horse(s) be accepted for participation in the 2025 Speedhorse Races. I agree to be bound by the rules and conditions as established and interpreted by Speedhorse Races, the rules and regulations of the Oklahoma Racing Commission and the track rules and conditions of the host track.

Recorded Owner, Lessee or Authorized Agent

ENTER TODAY!

X _____
 Signature

*Subject to Final
OHRC Approval*



SPEEDHORSE

Speedhorse P&A Championship Futurity

The race is on at Will Rogers Downs!

400 YARD
2025 SPEEDHORSE PAINT & APPALOOSA CHAMPIONSHIP FUTURITY-G1
\$15,000 added
\$50,000 estimated
 For Two-year-old APHA or ApHC • 124 lbs.
 Trials: October 19, 2025
 Finals: November 11, 2025
WILL ROGERS DOWNS
 Claremore, OK

	Regular Payment	Late Payment
May 1	\$300	
June 1	\$300	\$150 †
July 1	\$300	\$250 †
August 1	\$300	\$600 †
September 1	\$300	\$2,000 †
TOTAL	\$1,500	

Late Supplement Time of Entry make payment to Speedhorse Payment \$3,000 + All Payments † Plus All Payments to Date

Purse Disbursement for the Speedhorse P&A Championship Futurity

1st	38%
2nd	17%
3rd	11%
4th	8%
5th	6%
6th	5%
7th	4.5%
8th	4%
9th	3.5%
10th	3%

7-Day Grace Period - No Exceptions!

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If you miss your regular payment deadline, you may reinstate your horses by making a double payment of that payment date. This will only be good if the payment is made before the next scheduled payment due date. If two consecutive payments are missed then the entry will be ineligible, although you may re-enter with late payments.

Notice: All foals must registered by APHA or ApHC.

Make checks payable to Speedhorse Paint & Appaloosa Championship Futurity
P.O. Box 1000 • Norman, OK 73070 • 617 24th Ave. SW. • Norman, OK • 73069 • (405) 310-4651 • FAX (405) 310-4655

Name Of Horse	Reg.#	YOB	Sex C/F	Sire	Dam

Credit Card Phone Orders Accepted VISA Mastercard Discover American Express Check

Name _____

Card # _____ Exp. _____ Verification # _____

Address _____ City _____ State _____ Zip _____

Phone # _____ Phone # _____

You Must make separate checks for each race. You may make one check for several horses in the same race. Include Copy of Registration Papers.

FOR YOUR PROTECTION SEND ALL PAYMENTS CERTIFIED MAIL. MUST BE IN OUR OFFICE BY THE 7TH - NO EXCEPTIONS. PLEASE NOTIFY SPEEDHORSE IMMEDIATELY OF ANY SALE OF NOMINATED HORSE OR OWNER'S CHANGE OF ADDRESS

I hereby request that the above described horse(s) be accepted for participation in the 2025 Speedhorse Races. I agree to be bound by the rules and conditions as established and interpreted by Speedhorse Races, the rules and regulations of the Oklahoma Horse Racing Commission and the track rules and conditions of the host track.

Recorded Owner, Lessee or Authorized Agent _____

X _____
Signature

Added Money
Subject to Final
OHRC Approval

ENTER TODAY!

Starting in 2025, Speedhorse will no longer be offering incentives for the Speedhorse Paint & Appaloosa Triple Crown Champion or Hi-Point Champion.

SPEEDHORSE



2025 SPEEDHORSE RACE SERIES

The Race Is On!

SPEEDHORSE GRAHAM PAINT & APPALOOSA FUTURITY-G1

\$75,000 added • \$225,000 estimated • Trials: May 17 & Finals: May 31
Remington Park • Oklahoma City, OK

SPEEDHORSE FUTURITY-G3

\$85,000 added • \$225,000 estimated • Trials: July 5 & Finals: July 19
Fair Meadows • Tulsa, OK

SPEEDHORSE DERBY

\$25,000 added • \$85,000 estimated • Trials: July 3 & Finals: July 19
Fair Meadows • Tulsa, OK

SPEEDHORSE PAINT & APPALOOSA FUTURITY-G1

\$40,000 added • \$100,000 estimated • Trials: July 3 & Finals: July 19
Fair Meadows • Tulsa, OK

SPEEDHORSE PAINT & APPALOOSA CHAMPIONSHIP FUTURITY-G1

\$15,000 added • \$50,000 estimated • Trials: Oct. 19 & Finals: Nov. 11
Will Rogers Downs • Claremore, OK

Conditions for the SPEEDHORSE GRAHAM PAINT & APPALOOSA FUTURITY, LLC

350 yards • 124 pounds • contested at Remington Park

Added Money & Conditions Subject to Oklahoma Horse Racing Commission Approval • All Entrants Must Sign Nomination Form and Read and Abide by Conditions

All horses nominated to Speedhorse Graham Paint & Appaloosa Futurity, LLC Administered futurities or derbies may be subject to substance testing. A positive report for any prohibited substance will result in loss of eligibility to participate in trials or finals as determined by OHRC Stewards. If pre-race examination or substance testing prior to or following a race is refused by owner or trainer of eligible horse and results in the horse being ineligible to participate there will be no refund of payments. Eligible participants will be required to comply with all hair testing requirements included in these conditions if the conditions are approved by the OHRC.

The nominator, owner and owner's agents and representative understand that Speedhorse Graham Paint & Appaloosa Futurity, LLC, Remington Park, or the Oklahoma Horse Racing Commission may implement safety or animal welfare protocols or controls over pre-race activities, testing, surveillance, and on-grounds activities ("Protocols") and agree to be bound by such Protocols. If Speedhorse Graham Paint & Appaloosa Futurity, LLC deems it necessary for additional assistance in maintaining the integrity of this race, all expenses for such assistance may be deducted from the gross purse.

- 1) RULES & REGULATIONS** A signed nomination form shall be submitted by the owner, lessee or authorized agent, who acknowledges: they are aware of the rules of racing and regulations of the racing jurisdiction; they have read this contract and fully understand its content; they are aware of all payments and due dates, and they are responsible for all scheduled payments. Speedhorse Graham Paint & Appaloosa Futurity, LLC assumes no liability to those who have not read the conditions and having not read these conditions, they are still held to its contents. Any and all races proposed hereunder are administered by Speedhorse Graham Paint & Appaloosa Futurity, LLC, a subsidiary of Speedhorse, LLC. The decision of the Stewards in all matters shall be final and entries are accepted only on the condition that those persons nominating and/or starting a horse in the trials or any race agree to abide by their decision.
- 2) ELIGIBILITY** Open to horses registered with the American Paint Horse Association or the Appaloosa Horse Club. No horse will be allowed to enter who is not in good standing at the time of the actual running of the race. Starters in the trials will be limited to those horses eligible to start at a recognized AQHA race meet. These horses must meet the qualification standards as set up by the Racing Associations at whose track the race is to be run and shall be stabled on the grounds no later than the deadline for the other horses participating at this meeting.
- 3) NOMINATION, SUSTAINING & LATE PAYMENTS** Nomination, sustaining & late payments must be received by Speedhorse Graham Paint & Appaloosa Futurity, LLC by the 7 day grace period deadline on the 7th day of each month to avoid late fees. Payments post marked by the 7 day grace period deadline, but received after the deadline will accrue a late penalty. No exceptions. Nominations will not be accepted after time of entry for the trials. All horses must go through the entry box in the usual manner at the racetrack to enter the trials and finals. Speedhorse reserves the right to change or modify the payment deadlines at its discretion. All subscriptions, nominating & sustaining payments must remain current. Payment by an NSF check, stopping payments, unaccepted or invalid credit card information, or refusal will constitute non-payment and the penalty payment will be assessed. There will be no refunds of nomination or sustaining fees for horses which fail to meet any requirements. Entries are received only with the understanding that the officers of the applicable Racing Association, the Racetrack and the State Racing Commission reserve the right to refuse the entry or the acceptance of a transfer of any entry for any cause and without notice to the subscriber. Nominations or sustaining fees to these races may be refused or cancelled without liability to Speedhorse Graham Paint & Appaloosa Futurity, LLC, its parent company, subsidiaries, sponsors and the track at which said race is to be run at any time prior to the actual running thereof, except for the return of any entry fees paid to currently active participant at that specific time. Speedhorse Graham Paint & Appaloosa Futurity, LLC reserves the right to cancel or postpone any race for any reason which it deems good and sufficient and the right to, at its own discretion, transfer the races to any racetrack and to change the distance of the race/ races. Speedhorse Graham Paint & Appaloosa Futurity, LLC may alter race conditions at any time in order to comply with current Oklahoma Horse Racing Commission (OHRC) rules. All disputes, claims and objections arising out of the racing or with respect to the interpretation of the conditions of any race shall be decided by the Stewards assigned to the Racetracks, or those whom they may appoint, and their decision upon all points shall be final.
- 4) PAYMENTS** See payment schedule (see the Announcement and Nomination Blank). Sustaining payments total \$2,500 in the Speedhorse Graham Paint & Appaloosa Futurity, LLC. All payments are payable to Speedhorse Graham Paint & Appaloosa Futurity, LLC and will be deposited in an interest-bearing account. Interest will be used to purchase awards and for administration. Speedhorse Graham Paint & Appaloosa Futurity, LLC will retain 15% of the gross total purses (excluding added money) as cost for advertising and administration. Speedhorse Graham Paint & Appaloosa Futurity, LLC will retain the 15% Administrative Fee if any race is cancelled for any reason. Credit Card payments will be applied plus a 3.5% service charge. EChecks will be applied plus a \$1 service charge. In the case of change of ownership of a horse, the new owner shall be responsible for sustaining payments and to notify Speedhorse Graham Paint & Appaloosa Futurity, LLC of the change. A change in ownership shall in no way impair the original nominator(s) claim to any Stallion Awards, if applicable.
- 5) REINSTATEMENTS** If any nominating or sustaining payment is missed, the entry(s) may be reinstated by submitting a per entry payment of twice the regular fee due plus the next scheduled payment. If two consecutive payments are missed, the entry will be withdrawn, although may be reentered with late penalties as a new entry. The per entry payment schedule and late payment schedule are printed elsewhere (see the Announcement and Nomination Blank). There are no refunds on sustaining payments for any reason except as otherwise provided herein. It is the responsibility of the current owner of each eligible entry to make timely payments to maintain eligibility. Speedhorse Graham Paint & Appaloosa Futurity, LLC accepts no responsibility for providing any notice of deadlines or eligibility to any nominator or owner. Any notice provided by Speedhorse Graham Paint & Appaloosa Futurity, LLC or its parent company is only for convenience. Failure to mail or receive any notice shall in no way absolve the current owner from ultimate responsibility to insure timely payment(s). Speedhorse Graham Paint & Appaloosa Futurity, LLC may elect to provide payment reminder notices, eligibility lists or any other notice, but Speedhorse Graham Paint & Appaloosa Futurity, LLC is under no obligation to do so. If the purse money is affected, Speedhorse Graham Paint & Appaloosa Futurity, LLC may refund nomination fees paid, minus the 15% A&A, but is not required to do so.
- 6) ENTRY** Entries shall be made through the entry box in the usual manner at the host racing facility by the closing time for entries in the Speedhorse Graham Paint & Appaloosa Futurity, LLC. All horses are required to enter on scheduled trial entry date even if there are not sufficient eligible entries to run trials.
- 7) TIME TRIALS** The trials shall be raced under the same conditions as the finals, although trials may be run with 12 horses (if applicable) with the 11th & 12th place finisher(s) receiving no financial compensation. Ten (10) horses shall be selected from the trials to participate in the finals of each race, although if the total number of entries in the trials are no more than 12 horses and if the racetrack is equipped to run a 12 horse field and if approved by the Stewards, trials will be cancelled and the finals will be run with a 12 horse field, with 11th & 12th place finishers receiving no financial compensation. All horses shall be selected on a time basis. Should variables exist which prevents this from being feasible, the Stewards should designate the finalists by assigning times for each participating horse based on their frame by frame analysis of the official films of the race or other technological aids available to the Stewards which, in their opinion, will provide an accurate representation of the actual times of the individual horses. In the case of multiple trial days, the fastest 5 qualifiers of each day will advance to the finals. If for any reason a tie exists between horses for the final qualifying position(s), a draw by random lot shall be conducted by the Stewards of the Racetrack or other authorized racing official to determine which horse(s) shall participate in the finals. In case of disqualification, the time given the disqualified horse shall be incrementally greater by one increment based on the degree of accuracy of the timing system than the time of the horse which he is placed behind. There will be no also eligible list. There will be no consolation.
- 8) SCRATCHES** If a horse is scratched from the time trials, the horse's owner/nominator will not be eligible for a refund of any fees paid, and that horse will not be allowed to enter the final. If a horse is unable to enter the final for any reason other than a positive substance test or a rule violation, that horse shall be deemed to have earned and the owner will receive last place purse money; and if multiple horses are unable to enter the finals for any reason other than a positive substance test or a rule violation, those horses shall be deemed to have earned and those purse monies shall be added together and divided equally among those owners. If a horse is scratched from a final being run without qualifying trials, that horse will not be eligible for purse money. There will be no refund of any fees to the owner(s) of a scratched horse(s). In the event that any entry passes through the entry box and is declared ineligible by the Racing Officials after scratch-time, entry shall be entitled to receive 10th place money as a special equity award in lieu of any other award(s), return of fees, etc., except where the entry is declared by the Racing Officials for violations of the law or rules of racing. In that event, the purse money shall go to the winner.
- 9) DISQUALIFICATION & NON-STARTERS** A horse is ineligible to enter in the Speedhorse Graham Paint & Appaloosa Futurity, LLC if: (1) the horse was, or remains, the subject of any action that resulted (or may result) in loss of purse or disqualification in a previous current year race, due to but not limited to a positive substance test, appeal of steward ruling, etc. Should a horse be disqualified from the final for a rule violation and subsequently be declared ineligible to participate in the purse, the purse will be redistributed according to the new order of finish, with last place monies distributed according to the purse structure listed in Section 10 of these Conditions. Should a horse be declared a non-starter in the time trials due to a malfunction of the starting gate, and/or the decision of the board of stewards of the host racing facility, the owner shall receive a refund of nomination, sustaining and/or late payments only. Should a horse be declared a non-starter in the final due to a malfunction of the starting gate, and/or the decision of the board of stewards of the host racing facility, the owner shall receive last place purse money.

- 10) PURSE STRUCTURE** The added monies have been placed in a special account that was established and an entity incorporated for the express purpose of creating the separate entity to receive and safeguard all funds relating to the Speedhorse Graham Paint & Appaloosa Futurity, LLC. See the Announcement and Nomination Blank for information as to the amount of added money to the Speedhorse Graham Paint & Appaloosa Futurity, LLC, trial dates, final date, distance, payment dates, jockey weights, and purse disbursement. The purse money will be distributed as follows: 1st - 38%; 2nd - 17%; 3rd - 11%; 4th - 8%; 5th - 6%; 6th - 5%; 7th - 4.5%; 8th - 4.0%; 9th - 3.5%; 10th - 3.0%.
- 11) SUBSTANCE TESTING** As a condition for participation in this race, all horses nominated to Speedhorse Graham Paint & Appaloosa Futurity, LLC administered futurities or derbies will be subject to substance testing. In addition to the pre-entry hair testing requirement by Remington Park, every entry for the trials in this race will be required to have a negative hair test for prohibited substances in accordance with the same pre-entry hair test requirements implemented by Remington Park that was collected within 90 days of the trials for this race. Additionally the owner of the top 15 qualifiers for this race, based on the trial times, agree that they MAY be required to provide a negative hair test for prohibited substances, in accordance with the same pre-entry hair test requirements implemented by Remington Park, after the trials and before the final for this race. A positive report for any prohibited substance will result in loss of eligibility to participate in trials or finals as determined by OHRC Stewards. By submitting a signed nomination form for this race, the undersigned, by or on behalf of the owner of the nominated horse, the owner's agents and representatives, and the owner's heirs and assigns (including any future owner of the nominated horse) agrees to be subject to and abide by the results of the initial (commonly referred to as the "sample A test") hair testing of the nominated horse and voluntarily and irrevocably waives the following:
- A. Any and all rights to have a secondary or split sample tested,
 - B. Any and all rights to a hearing (whether formal, informal, by written submission or in-person) to contest the results of the initial test or the resulting denial of entry in the race, whether a qualifying race or final race,
 - C. Any and all rights to contest, under any circumstances or grounds, the results of the initial test or the resulting denial of entry in the race, whether a qualifying race or final race,
 - D. Any and all rights to challenge the results of the initial test or resulting denial of entry in the race, whether a qualifying race or final race, directly or indirectly, before any court or other tribunal; and
 - E. By their entry into the race, all participants irrevocably waive any legal claim they might have against Speedhorse Graham Paint & Appaloosa Futurity, LLC, its officers, executive committee members, or its employees arising from or related to the hair testing which is the subject of this paragraph.
 - F. A report of the result of an un-official test submitted as a requirement of eligibility for entry is not admissible for any purpose in any OHRC proceeding arising from a positive report of an official test administered by OHRC.
- Test results will be reported to the host track officials and notification of positives will be sent to the owner and trainer of the nominated horse. Speedhorse Graham Paint & Appaloosa Futurity, LLC will send a list to the racing office of the host racetrack for the specific race(s) to notify them of horses that are eligible to enter races based on the results of hair tests.
- 12) RIGHTS TO POSTPONE, CANCEL OR MOVE** Speedhorse Graham Paint & Appaloosa Futurity, LLC reserves the right to postpone, cancel or move any race or event to any location or transfer to any date deemed necessary. Should any race or event be cancelled prior to the conduct of time trials, Speedhorse Graham Paint & Appaloosa Futurity, LLC is responsible for the refund of nomination, sustaining and/or late payment fees made by each owner. Should the finals for the Speedhorse Graham Paint & Appaloosa Futurity, LLC be cancelled or moved after the time trials have been conducted, Speedhorse Graham Paint & Appaloosa Futurity, LLC is responsible for the purse amount payable in the final, and that amount will be distributed equally to the owners of horses that qualified for the final in the time trials. If Speedhorse Graham Paint & Appaloosa Futurity, LLC is postponed or moved, there is no refund of nomination, sustaining and/or late payment fees. Speedhorse Graham Paint & Appaloosa Futurity, LLC reserves the right to re-open entries to the trials should a race be postponed. New entrants will be required to pay the time of entry payment. Speedhorse Graham Paint & Appaloosa Futurity, LLC has no obligation to re-open entries, but may do so as a courtesy.
- 13) ASSIGNMENT OF RIGHTS** The subscriber, for their self, their agents and their employees, hereby assigns to Speedhorse Graham Paint & Appaloosa, LLC any and all rights to motion pictures, television and radio broadcasting in connection with this race.
- 14) SEVERABILITY** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.
- 15) HOLD HARMLESS** It is hereby understood that Speedhorse Graham Paint & Appaloosa Futurity, LLC and its parent company and subsidiaries shall not be liable for, and that the owners/lessee(s) of the horse will indemnify and hold harmless Speedhorse Graham Paint & Appaloosa Futurity, LLC and its parent company and subsidiaries and any sponsor(s) against all responsibility or liability or claim for injury or damage to any person, horse or other property of the undersigned, or of any other person or his or their agents, employees or associates, caused by the horse or the agent or employee of the undersigned, or by any person, whether by negligence or otherwise, on the premises of the racetrack. Speedhorse Graham Paint & Appaloosa Futurity, LLC, its parent company and subsidiaries and any sponsor(s) of these races accept no liability for any incidental or consequential damages that may be claimed to have been suffered in any way relating to this event by any subscriber.
- 16) RESOLUTION OF DISPUTES** It is recognized that Speedhorse Graham Paint & Appaloosa Futurity, LLC has established the rules and conditions for participation in the Speedhorse Graham Paint & Appaloosa Futurity, LLC and eligibility for awards in Speedhorse Graham Paint & Appaloosa Futurity, LLC sponsored races and contests. By entering this contest, each participant agrees to be bound by rules and conditions as established by Speedhorse Graham Paint & Appaloosa Futurity, LLC. In the event of a dispute with respect to any matter governing the award of prizes, awards and monies, the decision by stewards shall be final, binding and not subject to challenge in any court of law. In the event a lawsuit is filed, the parties hereto consent to waive their right to a jury trial concerning any controversy arising out of or relating to any of the parties' dealings with each other, whether in contract or in tort, and to submit any and all disputes to binding arbitration pursuant to the provisions of the Uniform Arbitration Act found at 12 O.S. §1851, et seq. The arbitration proceedings shall be conducted in accordance with the provisions of 12 O.S. §1851, et seq. and, specifically, pursuant to the provisions of 12 O.S. §1862, in the event a lawsuit is filed, Speedhorse Graham Paint & Appaloosa Futurity, LLC may apply to the Court for the appointment, and in the sole discretion of the Court, and of a single arbitrator which said arbitrator will arbitrate said dispute in accordance with the provisions of the Uniform Arbitration Act. Each participant agrees that in the event of an unsuccessful lawsuit, Speedhorse Graham Paint & Appaloosa Futurity, LLC, and any of its parent company's or subsidiaries that might be named as a party in said lawsuit shall have the right and the losing party shall be liable in damages for all reasonable attorney's fees and expenses incurred by the successful party in the enforcement of any of their rights hereunder.
- 17) VOLUNTARY EXECUTION** Any party participating in any race administered by Speedhorse Graham Paint & Appaloosa Futurity, LLC acknowledges that they are agreeing to the rules and conditions freely and voluntarily, and that they have ascertained and weighed all the facts and circumstances likely to influence their judgment. The party has further sought and obtained legal advice and has been duly apprised of their respective legal rights and all questions pertinent hereto have been fully and satisfactorily explained to them. The party has given due consideration to such provisions and questions and they clearly understand and assent to all the rules and condition hereof.
- 18) CHOICE OF LAW, CHOICE OF VENUE AND FORUM SELECTION** All parties agree that the races described in these conditions bear a reasonable relationship to the State of Oklahoma; that the laws of the State of Oklahoma shall govern any interpretation or enforcement of these rules and conditions, as well as any rights arising to any party; that the District Court of Cleveland County, State of Oklahoma is a proper venue for any legal action arising between any of the parties; and that any litigation arising hereunder shall be brought in the District Court of Cleveland County, State of Oklahoma.
- 19) AUTHORITY TO BIND OWNERS** The parties executing and agreeing these rules and conditions, whether one or more, represent to Speedhorse Graham Paint & Appaloosa Futurity, LLC that they are the owners or lessees of the horse or horses that will participate in any race administered by Speedhorse Graham Paint & Appaloosa Futurity, LLC, or that they are the authorized agent of said owners or lessees. In the event that an owner or lessee has not executed this agreement, or in the event that the parties executing these rules and conditions are not authorized agents, then the parties executing this agreement, whether one or more, agree to indemnify and hold Speedhorse Graham Paint & Appaloosa Futurity, LLC and its parent company and subsidiaries harmless for any and all injuries and claims that the non-executing owners might incur, assert or allege against Speedhorse Graham Paint & Appaloosa Futurity, LLC and its parent company and subsidiaries.

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

I HAVE READ AND APPROVE THE FOREGOING RACE CONDITIONS (Please Type or Print):

Owner Name: _____ **(Please Type or Print)**

Signature: _____ **(Owner or Owner Authorized Agent)**

NOMINATION FORM MUST BE SIGNED TO ENTER

Please Sign and return this form along with your payment to:

SPEEDHORSE MAGAZINE • P.O. Box 1000, Norman, OK 73070

SPEEDHORSE Graham Paint & Appaloosa Futurity

Conditions for the SPEEDHORSE FUTURITY, LLC

350 yards • 124 pounds • contested at Tulsa Fair Meadows

Added Money & Conditions Subject to Oklahoma Horse Racing Commission Approval
All Entrants Must Sign Nomination Form and Read and Abide by Conditions

All horses nominated to Speedhorse Futurity, LLC Administered futurities or derbies may be subject to substance testing. A positive report for any prohibited substance will result in loss of eligibility to participate in trials or finals as determined by OHRC Stewards. If pre-race examination or substance testing prior to or following a race is refused by owner or trainer of eligible horse and results in the horse being ineligible to participate there will be no refund of payments.

The nominator, owner and owner's agents and representative understand that Speedhorse Futurity, LLC, Tulsa Fair Meadows or the Oklahoma Horse Racing Commission may implement safety or animal welfare protocols or controls over pre-race activities, testing, surveillance, and on-grounds activities ("Protocols") and agree to be bound by such Protocols. If Speedhorse Futurity, LLC deems it necessary for additional assistance in maintaining the integrity of this race, all expenses for such assistance may be deducted from the gross purse.

- 1) RULES & REGULATIONS** A signed nomination form shall be submitted by the owner, lessee or authorized agent, who acknowledges: they are aware of the rules of racing and regulations of the racing jurisdiction; they have read this contract and fully understand its content; they are aware of all payments and due dates, and they are responsible for all scheduled payments. Speedhorse Futurity, LLC assumes no liability to those who have not read the conditions and having not read these conditions, they are still held to its contents. Any and all races proposed hereunder are administered by Speedhorse Futurity, LLC, a subsidiary of Speedhorse, LLC. The decision of the Stewards in all matters shall be final and entries are accepted only on the condition that those persons nominating and/or starting a horse in the trials or any race agree to abide by their decision.
- 2) ELIGIBILITY** Open to horses registered with the American Quarter Horse Association. No horse will be allowed to enter who is not in good standing at the time of the actual running of the race. Starters in the trials will be limited to those horses eligible to start at a recognized AQHA race meet. These horses must meet the qualification standards as set up by the Racing Associations at whose track the race is to be run and shall be stabled on the grounds no later than the deadline for the other horses participating at this meeting.
- 3) NOMINATION, SUSTAINING & LATE PAYMENTS** Nomination, sustaining & late payments must be received by Speedhorse Futurity, LLC by the 7 day grace period deadline on the 7th day of each month to avoid late fees. Payments post marked by the 7 day grace period deadline, but received after the deadline will accrue a late penalty. No exceptions. Nominations will not be accepted after time of entry for the trials. All horses must go through the entry box in the usual manner at the racetrack to enter the trials and finals. Speedhorse reserves the right to change or modify the payment deadlines at its discretion. All subscriptions, nominating & sustaining payments must remain current. Payment by an NSF check, stopping payments, unaccepted or invalid credit card information, or refusal will constitute non-payment and the penalty payment will be assessed. There will be no refunds of nomination or sustaining fees for horses which fail to meet any requirements. Entries are received only with the understanding that the officers of the applicable Racing Association, the Racetrack and the State Racing Commission reserve the right to refuse the entry or the acceptance of a transfer of any entry for any cause and without notice to the subscriber. Nominations or sustaining fees to these races may be refused or cancelled without liability to Speedhorse Futurity, LLC, its parent company, subsidiaries, sponsors and the track at which said race is to be run at any time prior to the actual running thereof, except for the return of any entry fees paid to currently active participant at that specific time. Speedhorse Futurity, LLC reserves the right to cancel or postpone any race for any reason which it deems good and sufficient and the right to, at its own discretion, transfer the races to any racetrack and to change the distance of the race/races. Speedhorse Futurity, LLC may alter race conditions at any time in order to comply with current Oklahoma Horse Racing Commission (OHRC) rules. All disputes, claims and objections arising out of the racing or with respect to the interpretation of the conditions of any race shall be decided by the Stewards assigned to the Racetracks, or those whom they may appoint, and their decision upon all points shall be final.
- 4) PAYMENTS** See payment schedule (see the Announcement and Nomination Blank). Sustaining payments total \$1,250 in the Speedhorse Futurity, LLC. All payments are payable to Speedhorse Futurity, LLC and will be deposited in an interest-bearing account. Interest will be used to purchase awards and for administration. Speedhorse Futurity, LLC will retain 15% of the gross total purses (excluding added money) as cost for advertising and administration. Speedhorse Futurity, LLC will retain the 15% Administrative Fee if any race is cancelled for any reason. Credit Card payments will be applied plus a 3.5% service charge. EChecks will be applied plus a \$1 service charge. In the case of change of ownership of a horse, the new owner shall be responsible for sustaining payments and to notify Speedhorse Futurity, LLC of the change. A change in ownership shall in no way impair the original nominator(s) claim to any Stallion Awards, if applicable.
- 5) REINSTATEMENTS** If any nominating or sustaining payment is missed, the entry(s) may be reinstated by submitting a per entry payment of twice the regular fee due plus the next scheduled payment. If two consecutive payments are missed, the entry will be withdrawn, although may be reentered with late penalties as a new entry. The per entry payment schedule and late payment schedule are printed elsewhere (see the Announcement and Nomination Blank). There are no refunds on sustaining payments for any reason except as otherwise provided herein. It is the responsibility of the current owner of each eligible entry to make timely payments to maintain eligibility. Speedhorse Futurity, LLC accepts no responsibility for providing any notice of deadlines or eligibility to any nominator or owner. Any notice provided by Speedhorse Futurity, LLC or its parent company is only for convenience. Failure to mail or receive any notice shall in no way absolve the current owner from ultimate responsibility to insure timely payment(s). Speedhorse Futurity, LLC may elect to provide payment reminder notices, eligibility lists or any other notice, but Speedhorse Futurity, LLC is under no obligation to do so. If the purse money is affected, Speedhorse Futurity, LLC may refund nomination fees paid, minus the 15% A&A, but is not required to do so.
- 6) ENTRY** Entries shall be made through the entry box in the usual manner at the host racing facility by the closing time for entries in the Speedhorse Futurity, LLC. All horses are required to enter on scheduled trial entry date even if there are not sufficient eligible entries to run trials.
- 7) TIME TRIALS** The trials shall be raced under the same conditions as the finals, although trials may be run with 12 horses (if applicable) with the 11th & 12th place finisher(s) receiving no financial compensation. Ten (10) horses shall be selected from the trials to participate in the finals of each race, although if the total number of entries in the trials are no more than 12 horses and if the racetrack is equipped to run a 12 horse field and if approved by the Stewards, trials will be cancelled and the finals will be run with a 12 horse field, with 11th & 12th place finishers receiving no financial compensation. All horses shall be selected on a time basis. Should variables exist which prevents this from being feasible, the Stewards should designate the finalists by assigning times for each participating horse based on their frame by frame analysis of the official films of the race or other technological aids available to the Stewards which, in their opinion, will provide an accurate representation of the actual times of the individual horses. In the case of multiple trial days, the fastest 5 qualifiers of each day will advance to the finals. If for any reason a tie exists between horses for the final qualifying position(s), a draw by random lot shall be conducted by the Stewards of the Racetrack or other authorized racing official to determine which horse(s) shall participate in the finals. In case of disqualification, the time given the disqualified horse shall be incrementally greater by one increment based on the degree of accuracy of the timing system than the time of the horse which he is placed behind. There will be no also eligible list. There will be no consolation.
- 8) SCRATCHES** If a horse is scratched from the time trials, the horse's owner/nominator will not be eligible for a refund of any fees paid, and that horse will not be allowed to enter the final. If a horse is unable to enter the final for any reason other than a positive substance test or a rule violation, that horse shall be deemed to have earned and the owner will receive last place purse money; and if multiple horses are unable to enter the finals for any reason other than a positive substance test or a rule violation, those horses shall be deemed to have earned and those purse monies shall be added together and divided equally among those owners. If a horse is scratched from a final being run without qualifying trials, that horse will not be eligible for purse money. There will be no refund of any fees to the owner(s) of a scratched horse(s). In the event that any entry passes through the entry box and is declared ineligible by the Racing Officials after scratch-time, entry shall be entitled to receive 10th place money as a special equity award in lieu of any other award(s), return of fees, etc., except where the entry is declared by the Racing Officials for violations of the law or rules of racing. In that event, the purse money shall go to the winner.
- 9) DISQUALIFICATION & NON-STARTERS** A horse is ineligible to enter in the Speedhorse Futurity, LLC if: (1) the horse was, or remains, the subject of any action that resulted (or may result) in loss of purse or disqualification in a previous current year race, due to but not limited to a positive substance test, appeal of steward ruling, etc. Should a horse be disqualified from the final for a rule violation and subsequently be declared ineligible to participate in the purse, the purse will be redistributed according to the new order of finish, with last place monies distributed according to the purse structure listed in Section 10 of these Conditions. Should a horse be declared a non-starter in the time trials due to a malfunction of the starting gate, and/or the decision of the board of stewards of the host racing facility, the owner shall receive a refund of nomination, sustaining and/or late payments only. Should a horse be declared a non-starter in the final due to a malfunction of the starting gate, and/or the decision of the board of stewards of the host racing facility, the owner shall receive last place purse money.

- 10) PURSE STRUCTURE** The added monies have been placed in a special account that was established and an entity incorporated for the express purpose of creating the separate entity to receive and safeguard all funds relating to the Speedhorse Futurity, LLC. See the Announcement and Nomination Blank for information as to the amount of added money to the Speedhorse Futurity, LLC, trial dates, final date, distance, payment dates, jockey weights, and purse disbursement.
The purse money will be distributed as follows: 1st - 38%; 2nd - 17%; 3rd - 11%; 4th - 8%; 5th - 6%; 6th - 5%; 7th - 4.5%; 8th - 4.0%; 9th - 3.5%; 10th - 3.0%.
- 10-A) STALLION AWARDS** Stallion Awards apply to the Speedhorse Futurity, LLC. Stallion Awards are 8% of total purse, and will be deducted from the purse and disbursed at the same rate as the purse disbursement based on 8% of the total purse for each individual race. Stallion award will be paid to the Eligible Stallions who were made eligible by paying the stallion participation fee or donating a breeding which must sell.
Stallion owners and/or farms which donated breedings to be sold in the Speedhorse Stallion Auctions or paid a participation fee makes that stallion eligible for stallion awards in the Speedhorse Futurity if the breeding sells. Stallion owners make their stallion progeny eligible for the year of the breeding donation. Proceeds from the donated breedings are used for added money by Speedhorse Futurity, LLC and/or kept for administration costs at Speedhorse Futurity, LLC's own discretion.
Stallion awards will follow the stallion by ownership and be paid to the legal owner(s) or legal lessee(s) of the stallion at race time. Lessee(s) must provide legal documentation by certified mail prior to race dates. Any stallion award(s) being paid to parties that owe Speedhorse, LLC a debt will have the amount of that debt deducted from the award (even if the Stallion Owner is not the debtor, the Stallion Award will be applied to the debt if the Stallion Owner owned the stallion when the breeding was donated and/or the advertising was placed regardless of any contract between the owner and stallion farm).
Any proposed race may or may not be run at the discretion of Speedhorse Futurity, LLC. The proposed races should be considered only as a bonus to stallion advertisers and no part of stallion advertising expense should be placed with Speedhorse Futurity, LLC with the expectation that the races will be run. Advertisers are purchasing advertising space only and no separate contractual right exists to demand that a race be conducted. Advertisers will therefore hold Speedhorse Futurity, LLC, its parent company and subsidiaries harmless from any damages for cancellation of said races.
- 11) SUBSTANCE TESTING** As a condition for participation in this race, all horses nominated to Speedhorse Futurity, LLC administered futurities or derbies will be subject to substance testing. In addition to the pre-entry hair testing requirement by Tulsa Fair Meadows, every entry for the trials in this race will be required to have a negative hair test for prohibited substances in accordance with the same pre-entry hair test requirements implemented by Tulsa Fair Meadows that was collected within 90 days of the trials for this race. Additionally the owner of the top 15 qualifiers for this race, based on the trial times, agree that they MAY be required to provide a negative hair test for prohibited substances, in accordance with the same pre-entry hair test requirements implemented by Tulsa Fair Meadows, after the trials and before the final for this race. A positive report for any prohibited substance will result in loss of eligibility to participate in trials or finals as determined by OHRC Stewards.
By submitting a signed nomination form for this race, the undersigned, by or on behalf of the owner of the nominated horse, the owner's agents and representatives, and the owner's heirs and assigns (including any future owner of the nominated horse) agrees to be subject to and abide by the results of the initial (commonly referred to as the "sample A test") hair testing of the nominated horse and voluntarily and irrevocably waives the following:
A. Any and all rights to have a secondary or split sample tested,
B. Any and all rights to a hearing (whether formal, informal, by written submission or in-person) to contest the results of the initial test or the resulting denial of entry in the race, whether a qualifying race or final race,
C. Any and all rights to contest, under any circumstances or grounds, the results of the initial test or the resulting denial of entry in the race, whether a qualifying race or final race,
D. Any and all rights to challenge the results of the initial test or resulting denial of entry in the race, whether a qualifying race or final race, directly or indirectly, before any court or other tribunal; and
E. By their entry into the race, all participants irrevocably waive any legal claim they might have against Speedhorse Futurity, LLC, its officers, executive committee members, or its employees arising from or related to the hair testing which is the subject of this paragraph.
F. A report of the result of an un-official test submitted as a requirement of eligibility for entry is not admissible for any purpose in any OHRC proceeding arising from a positive report of an official test administered by OHRC.
Test results will be reported to the host track officials and notification of positives will be sent to the owner and trainer of the nominated horse. Speedhorse Futurity, LLC will send a list to the racing office of the host racetrack for the specific race(s) to notify them of horses that are eligible to enter races based on the results of hair tests.
- 12) RIGHTS TO POSTPONE, CANCEL OR MOVE** Speedhorse Futurity, LLC reserves the right to postpone, cancel or move any race or event to any location or transfer to any date deemed necessary. Should any race or event be cancelled prior to the conduct of time trials, Speedhorse Futurity, LLC is responsible for the refund of nomination, sustaining and/or late payment fees made by each owner. Should the finals for the Speedhorse Futurity, LLC be cancelled or moved after the time trials have been conducted, Speedhorse Futurity, LLC is responsible for the purse amount payable in the final, and that amount will be distributed equally to the owners of horses that qualified for the final in the time trials. If Speedhorse Futurity, LLC is postponed or moved, there is no refund of nomination, sustaining and/or late payment fees. Speedhorse Futurity, LLC reserves the right to re-open entries to the trials should a race be postponed. New entrants will be required to pay the time of entry payment. Speedhorse Futurity, LLC has no obligation to re-open entries, but may do so as a courtesy.
- 13) ASSIGNMENT OF RIGHTS** The subscriber, for their self, their agents and their employees, hereby assigns to Speedhorse Futurity, LLC any and all rights to motion pictures, television and radio broadcasting in connection with this race.
- 14) SEVERABILITY** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.
- 15) HOLD HARMLESS** It is hereby understood that Speedhorse Futurity, LLC and its parent company and subsidiaries shall not be liable for, and that the owners/lessee(s) of the horse will indemnify and hold harmless Speedhorse Futurity, LLC and its parent company and subsidiaries and any sponsor(s) against all responsibility or liability or claim for injury or damage to any person, horse or other property of the undersigned, or of any other person or his or their agents, employees or associates, caused by the horse or the agent or employee of the undersigned, or by any person, whether by negligence or otherwise, on the premises of the racetrack. Speedhorse Futurity, LLC, its parent company and subsidiaries and any sponsor(s) of these races accept no liability for any incidental or consequential damages that may be claimed to have been suffered in any way relating to this event by any subscriber.
- 16) RESOLUTION OF DISPUTES** It is recognized that Speedhorse Futurity, LLC has established the rules and conditions for participation in the Speedhorse Futurity, LLC and eligibility for awards in Speedhorse Futurity, LLC sponsored races and contests. By entering this contest, each participant agrees to be bound by rules and conditions as established by Speedhorse Futurity, LLC.
In the event of a dispute with respect to any matter governing the award of prizes, awards and monies, the decision by stewards shall be final, binding and not subject to challenge in any court of law. In the event a lawsuit is filed, the parties hereto consent to waive their right to a jury trial concerning any controversy arising out of or relating to any of the parties' dealings with each other, whether in contract or in tort, and to submit any and all disputes to binding arbitration pursuant to the provisions of the Uniform Arbitration Act found at 12 O.S. §1851, et seq. The arbitration proceedings shall be conducted in accordance with the provisions of 12 O.S. §1851, et seq. and, specifically, pursuant to the provisions of 12 O.S. §1862, in the event a lawsuit is filed, Speedhorse Futurity, LLC may apply to the Court for the appointment, and in the sole discretion of the Court, and of a single arbitrator which said arbitrator will arbitrate said dispute in accordance with the provisions of the Uniform Arbitration Act. Each participant agrees that in the event of an unsuccessful lawsuit, Speedhorse Futurity, LLC, and any of its parent company's or subsidiaries that might be named as a party in said lawsuit shall have the right and the losing party shall be liable in damages for all reasonable attorney's fees and expenses incurred by the successful party in the enforcement of any of their rights hereunder.
- 17) VOLUNTARY EXECUTION** Any party participating in any race administered by Speedhorse Futurity, LLC acknowledges that they are agreeing to the rules and conditions freely and voluntarily, and that they have ascertained and weighed all the facts and circumstances likely to influence their judgment. The party has further sought and obtained legal advice and has been duly apprised of their respective legal rights and all questions pertinent hereto have been fully and satisfactorily explained to them. The party has given due consideration to such provisions and questions and they clearly understand and assent to all the rules and condition hereof.
- 18) CHOICE OF LAW, CHOICE OF VENUE AND FORUM SELECTION** All parties agree that the races described in these conditions bear a reasonable relationship to the State of Oklahoma; that the laws of the State of Oklahoma shall govern any interpretation or enforcement of these rules and conditions, as well as any rights arising to any party; that the District Court of Cleveland County, State of Oklahoma is a proper venue for any legal action arising between any of the parties; and that any litigation arising hereunder shall be brought in the District Court of Cleveland County, State of Oklahoma.
- 19) AUTHORITY TO BIND OWNERS** The parties executing and agreeing these rules and conditions, whether one or more, represent to Speedhorse Futurity, LLC that they are the owners or lessees of the horse or horses that will participate in any race administered by Speedhorse Futurity, LLC, or that they are the authorized agent of said owners or lessees. In the event that an owner or lessee has not executed this agreement, or in the event that the parties executing these rules and conditions are not authorized agents, then the parties executing this agreement, whether one or more, agree to indemnify and hold Speedhorse Futurity, LLC and its parent company and subsidiaries harmless for any and all injuries and claims that the non-executing owners might incur, assert or allege against Speedhorse Futurity, LLC and its parent company and subsidiaries.

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

I HAVE READ AND APPROVE THE FOREGOING RACE CONDITIONS (Please Type or Print):

Owner Name: _____ **(Please Type or Print)**

Signature: _____ **(Owner or Owner Authorized Agent)**

NOMINATION FORM MUST BE SIGNED TO ENTER

Please Sign and return this form along with your payment to:
SPEEDHORSE MAGAZINE • P.O. Box 1000, Norman, OK 73070

SPEEDHORSE Futurity

Conditions for the SPEEDHORSE DERBY, LLC

350 yards • 124 pounds • Contested at Tulsa Fair Meadows

Added Money & Conditions Subject to Oklahoma Horse Racing Commission Approval

All Entrants Must Sign Nomination Form and Read and Abide by Conditions

All horses nominated to Speedhorse Derby, LLC Administered futurities or derbies may be subject to substance testing. A positive report for any prohibited substance will result in loss of eligibility to participate in trials or finals as determined by OHRC Stewards. If pre-race examination or substance testing prior to or following a race is refused by owner or trainer of eligible horse and results in the horse being ineligible to participate there will be no refund of payments.

The nominator, owner and owner's agents and representative understand that Speedhorse Derby, LLC, Tulsa Fair Meadows or the Oklahoma Horse Racing Commission may implement safety or animal welfare protocols or controls over pre-race activities, testing, surveillance, and on-grounds activities ("Protocols") and agree to be bound by such Protocols. If Speedhorse Derby, LLC deems it necessary for additional assistance in maintaining the integrity of this race, all expenses for such assistance may be deducted from the gross purse.

- 1) RULES & REGULATIONS** A signed nomination form shall be submitted by the owner, lessee or authorized agent, who acknowledges: they are aware of the rules of racing and regulations of the racing jurisdiction; they have read this contract and fully understand its content; they are aware of all payments and due dates, and they are responsible for all scheduled payments. Speedhorse Derby, LLC assumes no liability to those who have not read the conditions and having not read these conditions, they are still held to its contents. Any and all races proposed hereunder are administered by Speedhorse Derby, LLC, a subsidiary of Speedhorse, LLC.
The decision of the Stewards in all matters shall be final and entries are accepted only on the condition that those persons nominating and/or starting a horse in the trials or any race agree to abide by their decision.
- 2) ELIGIBILITY** Open to horses registered with the American Quarter Horse Association. No horse will be allowed to enter who is not in good standing at the time of the actual running of the race. Starters in the trials will be limited to those horses eligible to start at a recognized AQHA race meet. These horses must meet the qualification standards as set up by the Racing Associations at whose track the race is to be run and shall be stabled on the grounds no later than the deadline for the other horses participating at this meeting.
- 3) NOMINATION, SUSTAINING & LATE PAYMENTS** Nomination, sustaining & late payments must be received by Speedhorse Derby, LLC by the 7 day grace period deadline on the 7th day of each month to avoid late fees. Payments post marked by the 7 day grace period deadline, but received after the deadline will accrue a late penalty. No exceptions. Nominations will not be accepted after time of entry for the trials. All horses must go through the entry box in the usual manner at the racetrack to enter the trials and finals. Speedhorse reserves the right to change or modify the payment deadlines at its discretion.
All subscriptions, nominating & sustaining payments must remain current. Payment by an NSF check, stopping payments, unaccepted or invalid credit card information, or refusal will constitute non-payment and the penalty payment will be assessed.
There will be no refunds of nomination or sustaining fees for horses which fail to meet any requirements. Entries are received only with the understanding that the officers of the applicable Racing Association, the Racetrack and the State Racing Commission reserve the right to refuse the entry or the acceptance of a transfer of any entry for any cause and without notice to the subscriber. Nominations or sustaining fees to these races may be refused or cancelled without liability to Speedhorse Derby, LLC, its parent company, subsidiaries, sponsors and the track at which said race is to be run at any time prior to the actual running thereof, except for the return of any entry fees paid to currently active participant at that specific time. Speedhorse Derby, LLC reserves the right to cancel or postpone any race for any reason which it deems good and sufficient and the right to, at its own discretion, transfer the races to any racetrack and to change the distance of the race/races. Speedhorse Derby, LLC may alter race conditions at any time in order to comply with current Oklahoma Horse Racing Commission (OHRC) rules.
All disputes, claims and objections arising out of the racing or with respect to the interpretation of the conditions of any race shall be decided by the Stewards assigned to the Racetracks, or those whom they may appoint, and their decision upon all points shall be final.
- 4) PAYMENTS** See payment schedule (see the Announcement and Nomination Blank). Sustaining payments total \$1,250 in the Speedhorse Derby, LLC.
All payments are payable to Speedhorse Derby, LLC and will be deposited in an interest-bearing account. Interest will be used to purchase awards and for administration. Speedhorse Derby, LLC will retain 15% of the gross total purses (excluding added money) as cost for advertising and administration. Speedhorse Derby, LLC will retain the 15% Administrative Fee if any race is cancelled for any reason.
Credit Card payments will be applied plus a 3.5% service charge. EChecks will be applied plus a \$1 service charge.
In the case of change of ownership of a horse, the new owner shall be responsible for sustaining payments and to notify Speedhorse Derby, LLC of the change. A change in ownership shall in no way impair the original nominator(s) claim to any Stallion Awards, if applicable.
- 5) REINSTATEMENTS** If any nominating or sustaining payment is missed, the entry(s) may be reinstated by submitting a per entry payment of twice the regular fee due plus the next scheduled payment. If two consecutive payments are missed, the entry will be withdrawn, although may be reentered with late penalties as a new entry. The per entry payment schedule and late payment schedule are printed elsewhere (see the Announcement and Nomination Blank). There are no refunds on sustaining payments for any reason except as otherwise provided herein. It is the responsibility of the current owner of each eligible entry to make timely payments to maintain eligibility. Speedhorse Derby, LLC accepts no responsibility for providing any notice of deadlines or eligibility to any nominator or owner. Any notice provided by Speedhorse Derby, LLC or its parent company is only for convenience. Failure to mail or receive any notice shall in no way absolve the current owner from ultimate responsibility to insure timely payment(s). Speedhorse Derby, LLC may elect to provide payment reminder notices, eligibility lists or any other notice, but Speedhorse Derby, LLC is under no obligation to do so.
If the purse money is affected, Speedhorse Derby, LLC may refund nomination fees paid, minus the 15% A&A, but is not required to do so.
- 6) ENTRY** Entries shall be made through the entry box in the usual manner at the host racing facility by the closing time for entries in the Speedhorse Derby, LLC. All horses are required to enter on scheduled trial entry date even if there are not sufficient eligible entries to run trials.
- 7) TIME TRIALS** The trials shall be raced under the same conditions as the finals, although trials may be run with 12 horses (if applicable) with the 11th & 12th place finisher(s) receiving no financial compensation. Ten (10) horses shall be selected from the trials to participate in the finals of each race, although if the total number of entries in the trials are no more than 12 horses and if the racetrack is equipped to run a 12 horse field and if approved by the Stewards, trials will be cancelled and the finals will be run with a 12 horse field, with 11th & 12th place finishers receiving no financial compensation. All horses shall be selected on a time basis. Should variables exist which prevents this from being feasible, the Stewards should designate the finalists by assigning times for each participating horse based on their frame by frame analysis of the official films of the race or other technological aids available to the Stewards which, in their opinion, will provide an accurate representation of the actual times of the individual horses. In the case of multiple trial days, the fastest 5 qualifiers of each day will advance to the finals. If for any reason a tie exists between horses for the final qualifying position(s), a draw by random lot shall be conducted by the Stewards of the Racetrack or other authorized racing official to determine which horse(s) shall participate in the finals. In case of disqualification, the time given the disqualified horse shall be incrementally greater by one increment based on the degree of accuracy of the timing system than the time of the horse which he is placed behind.
There will be no also eligible list. There will be no consolation.
- 8) SCRATCHES** If a horse is scratched from the time trials, the horse's owner/nominator will not be eligible for a refund of any fees paid, and that horse will not be allowed to enter the final. If a horse is unable to enter the final for any reason other than a positive substance test or a rule violation, that horse shall be deemed to have earned and the owner will receive last place purse money; and if multiple horses are unable to enter the finals for any reason other than a positive substance test or a rule violation, those horses shall be deemed to have earned and those purse monies shall be added together and divided equally among those owners. If a horse is scratched from a final being run without qualifying trials, that horse will not be eligible for purse money. There will be no refund of any fees to the owner(s) of a scratched horse(s). In the event that any entry passes through the entry box and is declared ineligible by the Racing Officials after scratch-time, entry shall be entitled to receive 10th place money as a special equity award in lieu of any other award(s), return of fees, etc., except where the entry is declared by the Racing Officials for violations of the law or rules of racing. In that event, the purse money shall go to the winner.
- 9) DISQUALIFICATION & NON-STARTERS** A horse is ineligible to enter in the Speedhorse Derby, LLC if: (1) the horse was, or remains, the subject of any action that resulted (or may result) in loss of purse or disqualification in a previous current year race, due to but not limited to a positive substance test, appeal of steward ruling, etc. Should a horse be disqualified from the final for a rule violation and subsequently be declared ineligible to participate in the purse, the purse will be redistributed according to the new order of finish, with last place monies distributed according to the purse structure listed in Section 10 of these Conditions. Should a horse be declared a non-starter in the time trials due to a malfunction of the starting gate, and/or the decision of the board of stewards of the host racing facility, the owner shall receive a refund of nomination, sustaining and/or late payments only. Should a horse be declared a non-starter in the final due to a malfunction of the starting gate, and/or the decision of the board of stewards of the host racing facility, the owner shall receive last place purse money.
- 10) PURSE STRUCTURE** The added monies have been placed in a special account that was established and an entity incorporated for the express purpose of creating the separate entity to receive and safeguard all funds relating to the Speedhorse Derby, LLC. See the Announcement and Nomination Blank for information as to the amount of added money to the Speedhorse Derby, LLC, trial dates, final date, distance, payment dates, jockey weights, and purse disbursement.
The purse money will be distributed as follows: 1st - 38%; 2nd - 17%; 3rd - 11%; 4th - 8%; 5th - 6%; 6th - 5%; 7th - 4.5%; 8th - 4.0%; 9th - 3.5%; 10th - 3.0%.

- 10-A) STALLION AWARDS** Stallion Awards apply to the Speedhorse Derby, LLC. Stallion Awards are 8% of total purse, and will be deducted from the purse and disbursed at the same rate as the purse disbursement based on 8% of the total purse for each individual race. Stallion award will be paid to the Eligible Stallions who were made eligible by paying the stallion participation fee or donating a breeding which must sell. Stallion owners and/or farms which donated breedings to be sold in the Speedhorse Stallion Auctions or paid a participation fee makes that stallion eligible for stallion awards in the Speedhorse Derby if the breeding sells. Stallion owners make their stallion progeny eligible for the year of the breeding donation. Proceeds from the donated breedings are used for added money by Speedhorse Derby, LLC and/or kept for administration costs at Speedhorse Derby, LLC's own discretion. Stallion awards will follow the stallion by ownership and be paid to the legal owner(s) or legal lessee(s) of the stallion at race time. Lessee(s) must provide legal documentation by certified mail prior to race dates. Any stallion award(s) being paid to parties that owe Speedhorse, LLC a debt will have the amount of that debt deducted from the award (even if the Stallion Owner is not the debtor, the Stallion Award will be applied to the debt if the Stallion Owner owned the stallion when the breeding was donated and/or the advertising was placed regardless of any contract between the owner and stallion farm). Any proposed race may or may not be run at the discretion of Speedhorse Derby, LLC. The proposed races should be considered only as a bonus to stallion advertisers and no part of stallion advertising expense should be placed with Speedhorse Derby, LLC with the expectation that the races will be run. Advertisers are purchasing advertising space only and no separate contractual right exists to demand that a race be conducted. Advertisers will therefore hold Speedhorse Derby, LLC, its parent company and subsidiaries harmless from any damages for cancellation of said races.
- 11) SUBSTANCE TESTING** As a condition for participation in this race, all horses nominated to Speedhorse Derby, LLC administered futurities or derbies will be subject to substance testing. In addition to the pre-entry hair testing requirement by Tulsa Fair Meadows, every entry for the trials in this race will be required to have a negative hair test for prohibited substances in accordance with the same pre-entry hair test requirements implemented by Tulsa Fair Meadows that was collected within 90 days of the trials for this race. Additionally the owner of the top 15 qualifiers for this race, based on the trial times, agree that they MAY be required to provide a negative hair test for prohibited substances, in accordance with the same pre-entry hair test requirements implemented by Tulsa Fair Meadows, after the trials and before the final for this race. A positive report for any prohibited substance will result in loss of eligibility to participate in trials or finals as determined by OHRC Stewards. By submitting a signed nomination form for this race, the undersigned, by or on behalf of the owner of the nominated horse, the owner's agents and representatives, and the owner's heirs and assigns (including any future owner of the nominated horse) agrees to be subject to and abide by the results of the initial (commonly referred to as the "sample A test") hair testing of the nominated horse and voluntarily and irrevocably waives the following:
- A. Any and all rights to have a secondary or split sample tested,
 - B. Any and all rights to a hearing (whether formal, informal, by written submission or in-person) to contest the results of the initial test or the resulting denial of entry in the race, whether a qualifying race or final race,
 - C. Any and all rights to contest, under any circumstances or grounds, the results of the initial test or the resulting denial of entry in the race, whether a qualifying race or final race,
 - D. Any and all rights to challenge the results of the initial test or resulting denial of entry in the race, whether a qualifying race or final race, directly or indirectly, before any court or other tribunal; and
 - E. By their entry into the race, all participants irrevocably waive any legal claim they might have against Speedhorse Derby, LLC, its officers, executive committee members, or its employees arising from or related to the hair testing which is the subject of this paragraph.
 - F. A report of the result of an un-official test submitted as a requirement of eligibility for entry is not admissible for any purpose in any OHRC proceeding arising from a positive report of an official test administered by OHRC.
- Test results will be reported to the host track officials and notification of positives will be sent to the owner and trainer of the nominated horse. Speedhorse Derby, LLC will send a list to the racing office of the host racetrack for the specific race(s) to notify them of horses that are eligible to enter races based on the results of hair tests.
- 12) RIGHTS TO POSTPONE, CANCEL OR MOVE** Speedhorse Derby, LLC reserves the right to postpone, cancel or move any race or event to any location or transfer to any date deemed necessary. Should any race or event be cancelled prior to the conduct of time trials, Speedhorse Derby, LLC is responsible for the refund of nomination, sustaining and/or late payment fees made by each owner. Should the finals for the Speedhorse Derby, LLC be cancelled or moved after the time trials have been conducted, Speedhorse Derby, LLC is responsible for the purse amount payable in the final, and that amount will be distributed equally to the owners of horses that qualified for the final in the time trials. If Speedhorse Derby, LLC is postponed or moved, there is no refund of nomination, sustaining and/or late payment fees. Speedhorse Derby, LLC reserves the right to re-open entries to the trials should a race be postponed. New entrants will be required to pay the time of entry payment. Speedhorse Derby, LLC has no obligation to re-open entries, but may do so as a courtesy.
- 13) ASSIGNMENT OF RIGHTS** The subscriber, for their self, their agents and their employees, hereby assigns to Speedhorse Derby, LLC any and all rights to motion pictures, television and radio broadcasting in connection with this race.
- 14) SEVERABILITY** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.
- 15) HOLD HARMLESS** It is hereby understood that Speedhorse Derby, LLC and its parent company and subsidiaries shall not be liable for, and that the owners/lessee(s) of the horse will indemnify and hold harmless Speedhorse Derby, LLC and its parent company and subsidiaries and any sponsor(s) against all responsibility or liability or claim for injury or damage to any person, horse or other property of the undersigned, or of any other person or his or their agents, employees or associates, caused by the horse or the agent or employee of the undersigned, or by any person, whether by negligence or otherwise, on the premises of the racetrack. Speedhorse Derby, LLC, its parent company and subsidiaries and any sponsor(s) of these races accept no liability for any incidental or consequential damages that may be claimed to have been suffered in any way relating to this event by any subscriber.
- 16) RESOLUTION OF DISPUTES** It is recognized that Speedhorse Derby, LLC has established the rules and conditions for participation in the Speedhorse Derby, LLC and eligibility for awards in Speedhorse Derby, LLC sponsored races and contests. By entering this contest, each participant agrees to be bound by rules and conditions as established by Speedhorse Derby, LLC. In the event of a dispute with respect to any matter governing the award of prizes, awards and monies, the decision by stewards shall be final, binding and not subject to challenge in any court of law. In the event a lawsuit is filed, the parties hereto consent to waive their right to a jury trial concerning any controversy arising out of or relating to any of the parties' dealings with each other, whether in contract or in tort, and to submit any and all disputes to binding arbitration pursuant to the provisions of the Uniform Arbitration Act found at 12 O.S. §1851, et seq. The arbitration proceedings shall be conducted in accordance with the provisions of 12 O.S. §1851, et seq. and, specifically, pursuant to the provisions of 12 O.S. §1862, in the event a lawsuit is filed, Speedhorse Derby, LLC may apply to the Court for the appointment, and in the sole discretion of the Court, and of a single arbitrator which said arbitrator will arbitrate said dispute in accordance with the provisions of the Uniform Arbitration Act. Each participant agrees that in the event of an unsuccessful lawsuit, Speedhorse Derby, LLC, and any of its parent company's or subsidiaries that might be named as a party in said lawsuit shall have the right and the losing party shall be liable in damages for all reasonable attorney's fees and expenses incurred by the successful party in the enforcement of any of their rights hereunder.
- 17) VOLUNTARY EXECUTION** Any party participating in any race administered by Speedhorse Derby, LLC acknowledges that they are agreeing to the rules and conditions freely and voluntarily, and that they have ascertained and weighed all the facts and circumstances likely to influence their judgment. The party has further sought and obtained legal advice and has been duly apprised of their respective legal rights and all questions pertinent hereto have been fully and satisfactorily explained to them. The party has given due consideration to such provisions and questions and they clearly understand and assent to all the rules and condition hereof.
- 18) CHOICE OF LAW, CHOICE OF VENUE AND FORUM SELECTION** All parties agree that the races described in these conditions bear a reasonable relationship to the State of Oklahoma; that the laws of the State of Oklahoma shall govern any interpretation or enforcement of these rules and conditions, as well as any rights arising to any party; that the District Court of Cleveland County, State of Oklahoma is a proper venue for any legal action arising between any of the parties; and that any litigation arising hereunder shall be brought in the District Court of Cleveland County, State of Oklahoma.
- 19) AUTHORITY TO BIND OWNERS** The parties executing and agreeing these rules and conditions, whether one or more, represent to Speedhorse Derby, LLC that they are the owners or lessees of the horse or horses that will participate in any race administered by Speedhorse Derby, LLC, or that they are the authorized agent of said owners or lessees. In the event that an owner or lessee has not executed this agreement, or in the event that the parties executing these rules and conditions are not authorized agents, then the parties executing this agreement, whether one or more, agree to indemnify and hold Speedhorse Derby, LLC and its parent company and subsidiaries harmless for any and all injuries and claims that the non-executing owners might incur, assert or allege against Speedhorse Derby, LLC and its parent company and subsidiaries.

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

I HAVE READ AND APPROVE THE FOREGOING RACE CONDITIONS (Please Type or Print):

Owner Name: _____ (Please Type or Print)

Signature: _____ (Owner or Owner Authorized Agent)

NOMINATION FORM MUST BE SIGNED TO ENTER

Please Sign and return this form along with your payment to:
SPEEDHORSE MAGAZINE • P.O. Box 1000, Norman, OK 73070

Conditions for the SPEEDHORSE PAINT & APPALOOSA FUTURITY, LLC

350-yards • 124 pounds • contested at Tulsa Fair Meadows

Added Money & Conditions Subject to Oklahoma Horse Racing Commission Approval • All Entrants Must Sign Nomination Form and Read and Abide by Conditions

All horses nominated to Speedhorse Paint & Appaloosa Futurity, LLC Administered futurities or derbies may be subject to substance testing. A positive report for any prohibited substance will result in loss of eligibility to participate in trials or finals as determined by OHRC Stewards. If pre-race examination or substance testing prior to or following a race is refused by owner or trainer of eligible horse and results in the horse being ineligible to participate there will be no refund of payments. Eligible participants will be required to comply with all hair testing requirements included in these conditions if the conditions are approved by the OHRC.

The nominator, owner and owner's agents and representative understand that Speedhorse Paint & Appaloosa Futurity, LLC, Tulsa Fair Meadows or the Oklahoma Horse Racing Commission may implement safety or animal welfare protocols or controls over pre-race activities, testing, surveillance, and on-grounds activities ("Protocols") and agree to be bound by such Protocols. If Speedhorse Paint & Appaloosa Futurity, LLC deems it necessary for additional assistance in maintaining the integrity of this race, all expenses for such assistance may be deducted from the gross purse.

- 1) RULES & REGULATIONS** A signed nomination form shall be submitted by the owner, lessee or authorized agent, who acknowledges: they are aware of the rules of racing and regulations of the racing jurisdiction; they have read this contract and fully understand its content; they are aware of all payments and due dates, and they are responsible for all scheduled payments. Speedhorse Paint & Appaloosa Futurity, LLC assumes no liability to those who have not read the conditions and having not read these conditions, they are still held to its contents. Any and all races proposed hereunder are administered by Speedhorse Paint & Appaloosa Futurity, LLC, a subsidiary of Speedhorse, LLC. The decision of the Stewards in all matters shall be final and entries are accepted only on the condition that those persons nominating and/or starting a horse in the trials or any race agree to abide by their decision.
- 2) ELIGIBILITY** Open to horses registered with the American Quarter Horse Association. No horse will be allowed to enter who is not in good standing at the time of the actual running of the race. Starters in the trials will be limited to those horses eligible to start at a recognized AQHA race meet. These horses must meet the qualification standards as set up by the Racing Associations at whose track the race is to be run and shall be stabled on the grounds no later than the deadline for the other horses participating at this meeting.
- 3) NOMINATION, SUSTAINING & LATE PAYMENTS** Nomination, sustaining & late payments must be received by Speedhorse Paint & Appaloosa Futurity, LLC by the 7 day grace period deadline on the 7th day of each month to avoid late fees. Payments post marked by the 7 day grace period deadline, but received after the deadline will accrue a late penalty. No exceptions. Nominations will not be accepted after time of entry for the trials. All horses must go through the entry box in the usual manner at the racetrack to enter the trials and finals. Speedhorse Paint & Appaloosa Futurity, LLC reserves the right to change or modify the payment deadlines at its discretion. All subscriptions, nominating & sustaining payments must remain current. Payment by an NSF check, stopping payments, unaccepted or invalid credit card information, or refusal will constitute non-payment and the penalty payment will be assessed. There will be no refunds of nomination or sustaining fees for horses which fail to meet any requirements. Entries are received only with the understanding that the officers of the applicable Racing Association, the Racetrack and the State Racing Commission reserve the right to refuse the entry or the acceptance of a transfer of any entry for any cause and without notice to the subscriber. Nominations or sustaining fees to these races may be refused or cancelled without liability to Speedhorse Paint & Appaloosa Futurity, LLC, its parent company, subsidiaries, sponsors and the track at which said race is to be run at any time prior to the actual running thereof, except for the return of any entry fees paid to currently active participant at that specific time. Speedhorse Paint & Appaloosa Futurity, LLC reserves the right to cancel or postpone any race for any reason which it deems good and sufficient and the right to, at its own discretion, transfer the races to any racetrack and to change the distance of the race/races. Speedhorse Paint & Appaloosa Futurity, LLC may alter race conditions at any time in order to comply with current Oklahoma Horse Racing Commission (OHRC) rules. All disputes, claims and objections arising out of the racing or with respect to the interpretation of the conditions of any race shall be decided by the Stewards assigned to the Racetracks, or those whom they may appoint, and their decision upon all points shall be final.
- 4) PAYMENTS** See payment schedule (see the Announcement and Nomination Blank). - Sustaining payments total \$1,500 in the Speedhorse Paint & Appaloosa Futurity, LLC. All payments are payable to Speedhorse Paint & Appaloosa Futurity, LLC and will be deposited in an interest-bearing account. Interest will be used to purchase awards and for administration. Speedhorse Paint & Appaloosa Futurity, LLC will retain 15% of the gross total purses (excluding added money) as cost for advertising and administration. Speedhorse Paint & Appaloosa Futurity, LLC will retain the 15% Administrative Fee if any race is cancelled for any reason. Credit Card payments will be applied plus a 3.5% service charge. EChecks will be applied plus a \$1 service charge. In the case of change of ownership of a horse, the new owner shall be responsible for sustaining payments and to notify Speedhorse Paint & Appaloosa Futurity, LLC of the change. A change in ownership shall in no way impair the original nominator(s) claim to any Stallion Awards, if applicable.
- 5) REINSTATEMENTS** If any nominating or sustaining payment is missed, the entry(s) may be reinstated by submitting a per entry payment of twice the regular fee due plus the next scheduled payment. If two consecutive payments are missed, the entry will be withdrawn, although may be reentered with late penalties as a new entry. The per entry payment schedule and late payment schedule are printed elsewhere (see the Announcement and Nomination Blank). There are no refunds on sustaining payments for any reason except as otherwise provided herein. It is the responsibility of the current owner of each eligible entry to make timely payments to maintain eligibility. Speedhorse Paint & Appaloosa Futurity, LLC accepts no responsibility for providing any notice of deadlines or eligibility to any nominator or owner. Any notice provided by Speedhorse Paint & Appaloosa Futurity, LLC or its parent company is only for convenience. Failure to mail or receive any notice shall in no way absolve the current owner from ultimate responsibility to insure timely payment(s). Speedhorse Paint & Appaloosa Futurity, LLC may elect to provide payment reminder notices, eligibility lists or any other notice, but Speedhorse Paint & Appaloosa Futurity, LLC is under no obligation to do so. If the purse money is affected, Speedhorse Paint & Appaloosa Futurity, LLC may refund nomination fees paid, minus the 15% A&A, but is not required to do so.
- 6) ENTRY** Entries shall be made through the entry box in the usual manner at the host racing facility by the closing time for entries in the Speedhorse Paint & Appaloosa Futurity, LLC. All horses are required to enter on scheduled trial entry date even if there are not sufficient eligible entries to run trials.
- 7) TIME TRIALS** In the event there are fewer than 16 trials all trials may run on one day. In the time trials, horses shall qualify on the basis of time and order of finish. The times of the horses in time trials will be determined only to the limit of the timer, the only exception is when two or more horses have the same exact time in the same trial heat. Then the order of finish shall also determine the preference in qualifying for the finals. Except in the case of a disqualification, under no circumstances shall a horse qualify ahead of a horse that finished ahead of that horse in the official order of finish. Should a horse be disqualified for interference during the running of a time trial, it shall receive the time of the horse it is immediately placed behind plus one hundredth (1/100) of a second, or to the maximum accuracy of the electronic timing device. No adjustments shall be made in the times recorded in the time trials to account for head wind, tail wind, off-track, etc. In the event of a timer malfunction of a trial race, the stewards will use the technological aide of video frame by frame analysis to assign times to each participating horse in that trial. Every qualifier eligible to enter the final will be required to remain on the grounds and stabled in the barn area of the racetrack after the trials and until the running of the final. In the event ten (10) or fewer horses are eligible prior to the trials, participation in the trials will not be required to qualify for the finals. Speedhorse LLC may determine that in the event not more than 12 horses are eligible to enter trials, there may be no trials and a 12 horse gate may be used for the finals with the 11th and 12th place horses receiving no money.
- 8) FINALS** The finalists for the Futurity will be determined by taking the ten (10) fastest times from all the trials. If the number of time trial entries is sufficient as to cause the track to schedule two days of time trials, the five fastest qualifiers from each day will advance to the final. Every qualifier eligible to enter the final will be required to remain on the grounds and stabled in the barn area of the racetrack after the finals and until the running of the trials. The finals will consist of a field of no more than ten (10) horses unless otherwise determined within these conditions.
- 9) JUVENILE.** For two-year-old's: 350 yards, first preference given to participants in the (futurity) time trials based on fastest qualifying times for horses that did not qualify to the Futurity Final then open to all. Scratched horses in the finals of the Juvenile will not receive money. Any remaining purse money with respect to such withdrawn horses will be distributed proportionately to those horses running in the Juvenile in accordance with purse distribution percentages.
- 10) SCRATCHES** If a horse is scratched from the time trials, the horse's owner/nominator will not be eligible for a refund of any fees paid, and that horse will not be allowed to enter the final. If a horse is unable to enter the final for any reason other than a positive substance test or a rule violation, that horse shall be deemed to have earned and the owner will receive last place purse money; and if multiple horses are unable to enter the finals for any reason other than a positive substance test or a rule violation, those horses shall be deemed to have earned and those purse monies shall be added together and divided equally among those owners. If a horse is scratched from a final being run without qualifying trials, that horse will not be eligible for purse money. There will be no refund of any fees to the owner(s) of a scratched horse(s). In the event that any entry passes through the entry box and is declared ineligible by the Racing Officials after scratch-time, entry shall be entitled to receive 10th place money as a special equity award in lieu of any other award(s), return of fees, etc., except where the entry is declared by the Racing Officials for violations of the law or rules of racing. In that event, the purse money shall go to the winner.
- 11) DISQUALIFICATION & NON-STARTERS** A horse is ineligible to enter in the Speedhorse Paint & Appaloosa Futurity, LLC if: (1) the horse was, or remains, the subject of any action that resulted (or may result) in loss of purse or disqualification in a previous current year race, due to but not limited to a positive substance test, appeal of steward ruling, etc. Should a horse be disqualified from the final for a rule violation and subsequently be declared ineligible to participate in the purse, the purse will be redistributed according to the new order of finish, with last place monies distributed according to the purse structure listed in Section 10 of these Conditions. Should a horse be declared a non-starter in the time trials due to a malfunction of the starting gate, and/or the decision of the board of stewards of the host racing facility, the owner shall receive a refund of nomination, sustaining and/or late payments only. Should a horse be declared a non-starter in the final due to a malfunction of the starting gate, and/or the decision of the board of stewards of the host racing facility, the owner shall receive last place purse money.
- 12) PURSE STRUCTURE** The added monies have been placed in a special account that was established and an entity incorporated for the express purpose of creating the separate entity to receive and safeguard all funds relating to the Speedhorse Paint & Appaloosa Futurity, LLC. See the Announcement and Nomination Blank for information as to the amount of added money to the Speedhorse Paint & Appaloosa Futurity, LLC, trial dates, final date, distance, payment dates, jockey weights, and purse disbursement. The purse money will be distributed as follows: 1st - 38%; 2nd - 17%; 3rd - 11%; 4th - 8%; 5th - 6%; 6th - 5%; 7th - 4.5%; 8th - 4.0%; 9th - 3.5%; 10th - 3.0%.

12-A) STALLION AWARDS Stallion Awards apply to the Speedhorse Paint & Appaloosa Futurity, LLC. Stallion Awards are 8% of total purse, and will be deducted from the purse and disbursed at the same rate as the purse disbursement based on 8% of the total purse for each individual race. Stallion award will be paid to the Eligible Stallions who were made eligible by paying the stallion participation fee or donating a breeding which must sell. Stallion owners and/or farms which donated breedings to be sold in the Speedhorse Stallion Auctions or paid a participation fee makes that stallion eligible for stallion awards in the Speedhorse Paint & Appaloosa Futurity if the breeding sells. Stallion owners make their stallion progeny eligible for the year of the breeding donation. Proceeds from the donated breedings are used for added money by Speedhorse Paint & Appaloosa Futurity, LLC and/or kept for administration costs at Speedhorse Paint & Appaloosa Futurity, LLC's own discretion.

Stallion awards will follow the stallion by ownership and be paid to the legal owner(s) or legal lessee(s) of the stallion at race time. Lessee(s) must provide legal documentation by certified mail prior to race dates. Any stallion award(s) being paid to parties that owe Speedhorse, LLC a debt will have the amount of that debt deducted from the award (even if the Stallion Owner is not the debtor, the Stallion Award will be applied to the debt if the Stallion Owner owned the stallion when the breeding was donated and/or the advertising was placed regardless of any contract between the owner and stallion farm).

Any proposed race may or may not be run at the discretion of Speedhorse Paint & Appaloosa Futurity, LLC. The proposed races should be considered only as a bonus to stallion advertisers and no part of stallion advertising expense should be placed with Speedhorse Paint & Appaloosa Futurity, LLC with the expectation that the races will be run. Advertisers are purchasing advertising space only and no separate contractual right exists to demand that a race be conducted. Advertisers will therefore hold Speedhorse Paint & Appaloosa Futurity, LLC, its parent company and subsidiaries harmless from any damages for cancellation of said races.

13) SUBSTANCE TESTING As a condition for participation in this race, all horses nominated to Speedhorse Paint & Appaloosa Futurity, LLC administered futurities or derbies will be subject to substance testing. In addition to the pre-entry hair testing requirement by Tulsa Fair Meadows, every entry for the trials in this race will be required to have a negative hair test for prohibited substances in accordance with the same pre-entry hair test requirements implemented by Tulsa Fair Meadows that was collected within 90 days of the trials for this race. Additionally the owner of the top 25 qualifiers for this race, based on the trial times, agree that they MAY be required to provide a negative hair test for prohibited substances, in accordance with the same pre-entry hair test requirements implemented by Tulsa Fair Meadows, after the trials and before the final for this race. A positive report for any prohibited substance will result in loss of eligibility to participate in trials or finals as determined by OHRC Stewards.

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

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

Test results will be reported to the host track officials and notification of positives will be sent to the owner and trainer of the nominated horse. Speedhorse Paint & Appaloosa Futurity, LLC will send a list to the racing office of the host racetrack for the specific race(s) to notify them of horses that are eligible to enter races based on the results of hair tests.

14) RIGHTS TO POSTPONE, CANCEL OR MOVE Speedhorse Paint & Appaloosa Futurity, LLC reserves the right to postpone, cancel or move any race or event to any location or transfer to any date deemed necessary. Should any race or event be cancelled prior to the conduct of time trials, Speedhorse Paint & Appaloosa Futurity, LLC is responsible for the refund of nomination, sustaining and/or late payment fees made by each owner. Should the finals for the Speedhorse Paint & Appaloosa Futurity, LLC be cancelled or moved after the time trials have been conducted, Speedhorse Paint & Appaloosa Futurity, LLC is responsible for the purse amount payable in the final, and that amount will be distributed equally to the owners of horses that qualified for the final in the time trials. If Speedhorse Paint & Appaloosa Futurity, LLC is postponed or moved, there is no refund of nomination, sustaining and/or late payment fees. Speedhorse Paint & Appaloosa Futurity, LLC reserves the right to re-open entries to the trials should a race be postponed. New entrants will be required to pay the time of entry payment. Speedhorse Paint & Appaloosa Futurity, LLC has no obligation to re-open entries, but may do so as a courtesy.

15) ASSIGNMENT OF RIGHTS The subscriber, for their self, their agents and their employees, hereby assigns to Speedhorse Paint & Appaloosa Futurity, LLC any and all rights to motion pictures, television and radio broadcasting in connection with this race.

16) SEVERABILITY In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

17) HOLD HARMLESS It is hereby understood that Speedhorse Paint & Appaloosa Futurity, LLC and its parent company and subsidiaries shall not be liable for, and that the owners/lessee(s) of the horse will indemnify and hold harmless Speedhorse Paint & Appaloosa Futurity, LLC and its parent company and subsidiaries and any sponsor(s) against all responsibility or liability or claim for injury or damage to any person, horse or other property of the undersigned, or of any other person or his or their agents, employees or associates, caused by the horse or the agent or employee of the undersigned, or by any person, whether by negligence or otherwise, on the premises of the racetrack. Speedhorse Paint & Appaloosa Futurity, LLC, its parent company and subsidiaries and any sponsor(s) of these races accept no liability for any incidental or consequential damages that may be claimed to have been suffered in any way relating to this event by any subscriber.

18) RESOLUTION OF DISPUTES It is recognized that Speedhorse Paint & Appaloosa Futurity, LLC has established the rules and conditions for participation in the Speedhorse Paint & Appaloosa Futurity, LLC and eligibility for awards in Speedhorse Paint & Appaloosa Futurity, LLC sponsored races and contests. By entering this contest, each participant agrees to be bound by rules and conditions as established by Speedhorse Paint & Appaloosa Futurity, LLC.

In the event of a dispute with respect to any matter governing the award of prizes, awards and monies, the decision by stewards shall be final, binding and not subject to challenge in any court of law. In the event a lawsuit is filed, the parties hereto consent to waive their right to a jury trial concerning any controversy arising out of or relating to any of the parties' dealings with each other, whether in contract or in tort, and to submit any and all disputes to binding arbitration pursuant to the provisions of the Uniform Arbitration Act found at 12 O.S. §1851, et seq. The arbitration proceedings shall be conducted in accordance with the provisions of 12 O.S. §1851, et seq. and, specifically, pursuant to the provisions of 12 O.S. §1862, in the event a lawsuit is filed, Speedhorse Paint & Appaloosa Futurity, LLC may apply to the Court for the appointment, and in the sole discretion of the Court, and of a single arbitrator which said arbitrator will arbitrate said dispute in accordance with the provisions of the Uniform Arbitration Act. Each participant agrees that in the event of an unsuccessful lawsuit, Speedhorse Paint & Appaloosa Futurity, LLC, and any of its parent company's or subsidiaries that might be named as a party in said lawsuit shall have the right and the losing party shall be liable in damages for all reasonable attorney's fees and expenses incurred by the successful party in the enforcement of any of their rights hereunder.

19) VOLUNTARY EXECUTION Any party participating in any race administered by Speedhorse Paint & Appaloosa Futurity, LLC acknowledges that they are agreeing to the rules and conditions freely and voluntarily, and that they have ascertained and weighed all the facts and circumstances likely to influence their judgment. The party has further sought and obtained legal advice and has been duly apprised of their respective legal rights and all questions pertinent hereto have been fully and satisfactorily explained to them. The party has given due consideration to such provisions and questions and they clearly understand and assent to all the rules and condition hereof.

20) CHOICE OF LAW, CHOICE OF VENUE AND FORUM SELECTION All parties agree that the races described in these conditions bear a reasonable relationship to the State of Oklahoma; that the laws of the State of Oklahoma shall govern any interpretation or enforcement of these rules and conditions, as well as any rights arising to any party; that the District Court of Cleveland County, State of Oklahoma is a proper venue for any legal action arising between any of the parties; and that any litigation arising hereunder shall be brought in the District Court of Cleveland County, State of Oklahoma.

21) AUTHORITY TO BIND OWNERS The parties executing and agreeing these rules and conditions, whether one or more, represent to Speedhorse Paint & Appaloosa Futurity, LLC that they are the owners or lessees of the horse or horses that will participate in any race administered by Speedhorse Paint & Appaloosa Futurity, LLC, or that they are the authorized agent of said owners or lessees. In the event that an owner or lessee has not executed this agreement, or in the event that the parties executing these rules and conditions are not authorized agents, then the parties executing this agreement, whether one or more, agree to indemnify and hold Speedhorse Paint & Appaloosa Futurity, LLC and its parent company and subsidiaries harmless from any and all injuries and claims that the non-executing owners might incur, assert or allege against Speedhorse Paint & Appaloosa Futurity, LLC and its parent company and subsidiaries.

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

I HAVE READ AND APPROVE THE FOREGOING RACE CONDITIONS (Please Type or Print):

Owner Name: _____ **(Please Type or Print)**

Signature: _____ **(Owner or Owner Authorized Agent)**

NOMINATION FORM MUST BE SIGNED TO ENTER

Please Sign and return this form along with your payment to:

SPEEDHORSE MAGAZINE • P.O. Box 1000, Norman, OK 73070

SPEEDHORSE Paint & Appaloosa Futurity

Conditions for the SPEEDHORSE PAINT & APPALOOSA CHAMPIONSHIP FUTURITY, LLC

400 yards • 124 pounds • contested at Will Rogers Downs

Added Money & Conditions Subject to Oklahoma Horse Racing Commission Approval • All Entrants Must Sign Nomination Form and Read and Abide by Conditions

All horses nominated to Speedhorse Paint & Appaloosa Championship Futurity, LLC Administered futurities or derbies may be subject to substance testing. A positive report for any prohibited substance will result in loss of eligibility to participate in trials or finals as determined by OHRC Stewards. If pre-race examination or substance testing prior to or following a race is refused by owner or trainer of eligible horse and results in the horse being ineligible to participate there will be no refund of payments. Eligible participants will be required to comply with all hair testing requirements included in these conditions if the conditions are approved by the OHRC. The nominator, owner and owner's agents and representative understand that Speedhorse Paint & Appaloosa Championship Futurity, LLC, Will Rogers Downs or the Oklahoma Horse Racing Commission may implement safety or animal welfare protocols or controls over pre-race activities, testing and surveillance, and on-ground activities ("Protocols") and agree to be bound by such Protocols. If Speedhorse Paint & Appaloosa Championship Futurity, LLC deems it necessary for additional assistance in maintaining the integrity of this race, all expenses for such assistance may be deducted from the gross purse.

- 1) RULES & REGULATIONS** A signed nomination form shall be submitted by the owner, lessee or authorized agent, who acknowledges: they are aware of the rules of racing and regulations of the racing jurisdiction; they have read this contract and fully understand its content; they are aware of all payments and due dates, and they are responsible for all scheduled payments. Speedhorse Paint & Appaloosa Championship Futurity, LLC assumes no liability to those who have not read the conditions and having not read these conditions, they are still held to its contents. Any and all races proposed hereunder are administered by Speedhorse Paint & Appaloosa Championship Futurity, LLC, a subsidiary of Speedhorse, LLC. The decision of the Stewards in all matters shall be final and entries are accepted only on the condition that those persons nominating and/or starting a horse in the trials or any race agree to abide by their decision.
- 2) ELIGIBILITY** Open to horses registered with the American Paint Horse Association or the Appaloosa Horse Club. No horse will be allowed to enter who is not in good standing at the time of the actual running of the race. Starters in the trials will be limited to those horses eligible to start at a recognized AQHA race meet. These horses must meet the qualification standards as set up by the Racing Associations at whose track the race is to be run and shall be stabled on the grounds no later than the deadline for the other horses participating at this meeting.
- 3) NOMINATION, SUSTAINING & LATE PAYMENTS** Nomination, sustaining & late payments must be received by Speedhorse Paint & Appaloosa Championship Futurity, LLC by the 7 day grace period deadline on the 7th day of each month to avoid late fees. Payments post marked by the 7 day grace period deadline, but received after the deadline will accrue a late penalty. No exceptions. Nominations will not be accepted after time of entry for the trials. All horses must go through the entry box in the usual manner at the racetrack to enter the trials and finals. Speedhorse reserves the right to change or modify the payment deadlines at its discretion. All subscriptions, nominating & sustaining payments must remain current. Payment by an NSF check, stopping payments, unaccepted or invalid credit card information, or refusal will constitute non-payment and the penalty payment will be assessed. There will be no refunds of nomination or sustaining fees for horses which fail to meet any requirements. Entries are received only with the understanding that the officers of the applicable Racing Association, the Racetrack and the State Racing Commission reserve the right to refuse the entry or the acceptance of a transfer of any entry for any cause and without notice to the subscriber. Nominations or sustaining fees to these races may be refused or cancelled without liability to Speedhorse Paint & Appaloosa Championship Futurity, LLC, its parent company, subsidiaries, sponsors and the track at which said race is to be run at any time prior to the actual running thereof, except for the return of any entry fees paid to currently active participant at that specific time. Speedhorse Paint & Appaloosa Championship Futurity, LLC reserves the right to cancel or postpone any race for any reason which it deems good and sufficient and the right to, at its own discretion, transfer the races to any racetrack and to change the distance of the race/races. Speedhorse Paint & Appaloosa Championship Futurity, LLC may alter race conditions at any time in order to comply with current Oklahoma Horse Racing Commission (OHRC) rules. All disputes, claims and objections arising out of the racing or with respect to the interpretation of the conditions of any race shall be decided by the Stewards assigned to the Racetracks, or those whom they may appoint, and their decision upon all points shall be final.
- 4) PAYMENTS** See payment schedule (see the Announcement and Nomination Blank). Sustaining payments total \$1,500 in the Speedhorse Paint & Appaloosa Championship Futurity, LLC. All payments are payable to Speedhorse Paint & Appaloosa Championship Futurity, LLC and will be deposited in an interest-bearing account. Interest will be used to purchase awards and for administration. Speedhorse Paint & Appaloosa Championship Futurity, LLC will retain 15% of the gross total purses (excluding added money) as cost for advertising and administration. Speedhorse Paint & Appaloosa Championship Futurity, LLC will retain the 15% Administrative Fee if any race is cancelled for any reason. Credit Card payments will be applied plus a 3.5% service charge. EChecks will be applied plus a \$1 service charge. In the case of change of ownership of a horse, the new owner shall be responsible for sustaining payments and to notify Speedhorse Paint & Appaloosa Championship Futurity, LLC of the change. A change in ownership shall in no way impair the original nominator(s) claim to any Stallion Awards, if applicable.
- 5) REINSTATEMENTS** If any nominating or sustaining payment is missed, the entry(s) may be reinstated by submitting a per entry payment of twice the regular fee due plus the next scheduled payment. If two consecutive payments are missed, the entry will be withdrawn, although may be reentered with late penalties as a new entry. The per entry payment schedule and late payment schedule are printed elsewhere (see the Announcement and Nomination Blank). There are no refunds on sustaining payments for any reason except as otherwise provided herein. It is the responsibility of the current owner of each eligible entry to make timely payments to maintain eligibility. Speedhorse Paint & Appaloosa Championship Futurity, LLC accepts no responsibility for providing any notice of deadlines or eligibility to any nominator or owner. Any notice provided by Speedhorse Paint & Appaloosa Championship Futurity, LLC or its parent company is only for convenience. Failure to mail or receive any notice shall in no way absolve the current owner from ultimate responsibility to insure timely payment(s). Speedhorse Paint & Appaloosa Championship Futurity, LLC may elect to provide payment reminder notices, eligibility lists or any other notice, but Speedhorse Paint & Appaloosa Championship Futurity, LLC is under no obligation to do so. If the purse money is affected, Speedhorse Paint & Appaloosa Championship Futurity, LLC may refund nomination fees paid, minus the 15% A&A, but is not required to do so.
- 6) ENTRY** Entries shall be made through the entry box in the usual manner at the host racing facility by the closing time for entries in the Speedhorse Paint & Appaloosa Championship Futurity, LLC. All horses are required to enter on scheduled trial entry date even if there are not sufficient eligible entries to run trials.
- 7) TIME TRIALS** The trials shall be raced under the same conditions as the finals, although trials may be run with 12 horses (if applicable) with the 11th & 12th place finisher(s) receiving no financial compensation. Ten (10) horses shall be selected from the trials to participate in the finals of each race, although if the total number of entries in the trials are no more than 12 horses and if the racetrack is equipped to run a 12 horse field and if approved by the Stewards, trials will be cancelled and the finals will be run with a 12 horse field, with 11th & 12th place finishers receiving no financial compensation. All horses shall be selected on a time basis. Should variables exist which prevents this from being feasible, the Stewards should designate the finalists by assigning times for each participating horse based on their frame by frame analysis of the official films of the race or other technological aids available to the Stewards which, in their opinion, will provide an accurate representation of the actual times of the individual horses. In the case of multiple trial days, the fastest 5 qualifiers of each day will advance to the finals. If for any reason a tie exists between horses for the final qualifying position(s), a draw by random lot shall be conducted by the Stewards of the Racetrack or other authorized racing official to determine which horse(s) shall participate in the finals. In case of disqualification, the time given the disqualified horse shall be incrementally greater by one increment based on the degree of accuracy of the timing system than the time of the horse which he is placed behind. There will be no also eligible list. There will be no consolation.
- 8) SCRATCHES** If a horse is scratched from the time trials, the horse's owner/nominator will not be eligible for a refund of any fees paid, and that horse will not be allowed to enter the final. If a horse is unable to enter the final for any reason other than a positive substance test or a rule violation, that horse shall be deemed to have earned and the owner will receive last place purse money; and if multiple horses are unable to enter the finals for any reason other than a positive substance test or a rule violation, those horses shall be deemed to have earned and those purse monies shall be added together and divided equally among those owners. If a horse is scratched from a final being run without qualifying trials, that horse will not be eligible for purse money. There will be no refund of any fees to the owner(s) of a scratched horse(s). In the event that any entry passes through the entry box and is declared ineligible by the Racing Officials after scratch-time, entry shall be entitled to receive 10th place money as a special equity award in lieu of any other award(s), return of fees, etc., except where the entry is declared by the Racing Officials for violations of the law or rules of racing. In that event, the purse money shall go to the winner.
- 9) DISQUALIFICATION & NON-STARTERS** A horse is ineligible to enter in the Speedhorse Paint & Appaloosa Championship Futurity, LLC if: (1) the horse was, or remains, the subject of any action that resulted (or may result) in loss of purse or disqualification in a previous current year race, due to but not limited to a positive substance test, appeal of steward ruling, etc. Should a horse be disqualified from the final for a rule violation and subsequently be declared ineligible to participate in the purse, the purse will be redistributed according to the new order of finish, with last place monies distributed according to the purse structure listed in Section 10 of these Conditions. Should a horse be declared a non-starter in the time trials due to a malfunction of the starting gate, and/or the decision of the board of stewards of the host racing facility, the owner shall receive a refund of nomination, sustaining and/or late payments only. Should a horse be declared a non-starter in the final due to a malfunction of the starting gate, and/or the decision of the board of stewards of the host racing facility, the owner shall receive last place purse money.

- 10) PURSE STRUCTURE** The added monies have been placed in a special account that was established and an entity incorporated for the express purpose of creating the separate entity to receive and safeguard all funds relating to the Speedhorse Paint & Appaloosa Championship Futurity, LLC. See the Announcement and Nomination Blank for information as to the amount of added money to the Speedhorse Paint & Appaloosa Championship Futurity, LLC, trial dates, final date, distance, payment dates, jockey weights, and purse disbursement. The purse money will be distributed as follows: 1st - 38%; 2nd - 17%; 3rd - 11%; 4th - 8%; 5th - 6%; 6th - 5%; 7th - 4.5%; 8th - 4.0%; 9th - 3.5%; 10th - 3.0%.
- 11) SUBSTANCE TESTING** As a condition for participation in this race, all horses nominated to Speedhorse Paint & Appaloosa Championship Futurity, LLC administered futurities or derbies will be subject to substance testing. In addition to the pre-entry hair testing requirement by Will Rogers Downs, every entry for the trials in this race will be required to have a negative hair test for prohibited substances in accordance with the same pre-entry hair test requirements implemented by Will Rogers Downs that was collected within 90 days of the trials for this race. Additionally the owner of the top 15 qualifiers for this race, based on the trial times, agree that they MAY be required to provide a negative hair test for prohibited substances, in accordance with the same pre-entry hair test requirements implemented by Will Rogers Downs, after the trials and before the final for this race. A positive report for any prohibited substance will result in loss of eligibility to participate in trials or finals as determined by OHRC Stewards. By submitting a signed nomination form for this race, the undersigned, by or on behalf of the owner of the nominated horse, the owner's agents and representatives, and the owner's heirs and assigns (including any future owner of the nominated horse) agrees to be subject to and abide by the results of the initial (commonly referred to as the "sample A test") hair testing of the nominated horse and voluntarily and irrevocably waives the following:
- A. Any and all rights to have a secondary or split sample tested,
 - B. Any and all rights to a hearing (whether formal, informal, by written submission or in-person) to contest the results of the initial test or the resulting denial of entry in the race, whether a qualifying race or final race,
 - C. Any and all rights to contest, under any circumstances or grounds, the results of the initial test or the resulting denial of entry in the race, whether a qualifying race or final race,
 - D. Any and all rights to challenge the results of the initial test or resulting denial of entry in the race, whether a qualifying race or final race, directly or indirectly, before any court or other tribunal; and
 - E. By their entry into the race, all participants irrevocably waive any legal claim they might have against Speedhorse Paint & Appaloosa Championship Futurity, LLC, its officers, executive committee members, or its employees arising from or related to the hair testing which is the subject of this paragraph.
 - F. A report of the result of an un-official test submitted as a requirement of eligibility for entry is not admissible for any purpose in any OHRC proceeding arising from a positive report of an official test administered by OHRC.
- Test results will be reported to the host track officials and notification of positives will be sent to the owner and trainer of the nominated horse. Speedhorse Paint & Appaloosa Championship Futurity, LLC will send a list to the racing office of the host racetrack for the specific race(s) to notify them of horses that are eligible to enter races based on the results of hair tests.
- 12) RIGHTS TO POSTPONE, CANCEL OR MOVE** Speedhorse Paint & Appaloosa Championship Futurity, LLC reserves the right to postpone, cancel or move any race or event to any location or transfer to any date deemed necessary. Should any race or event be cancelled prior to the conduct of time trials, Speedhorse Paint & Appaloosa Championship Futurity, LLC is responsible for the refund of nomination, sustaining and/or late payment fees made by each owner. Should the finals for the Speedhorse Paint & Appaloosa Championship Futurity, LLC be cancelled or moved after the time trials have been conducted, Speedhorse Paint & Appaloosa Championship Futurity, LLC is responsible for the purse amount payable in the final, and that amount will be distributed equally to the owners of horses that qualified for the final in the time trials. If Speedhorse Paint & Appaloosa Championship Futurity, LLC is postponed or moved, there is no refund of nomination, sustaining and/or late payment fees. Speedhorse Paint & Appaloosa Championship Futurity, LLC reserves the right to re-open entries to the trials should a race be postponed. New entrants will be required to pay the time of entry payment. Speedhorse Paint & Appaloosa Championship Futurity, LLC has no obligation to re-open entries, but may do so as a courtesy.
- 13) ASSIGNMENT OF RIGHTS** The subscriber, for their self, their agents and their employees, hereby assigns to Speedhorse Paint & Appaloosa Championship Futurity, LLC any and all rights to motion pictures, television and radio broadcasting in connection with this race.
- 14) SEVERABILITY** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.
- 15) HOLD HARMLESS** It is hereby understood that Speedhorse Paint & Appaloosa Championship Futurity, LLC and its parent company and subsidiaries shall not be liable for, and that the owners/lessee(s) of the horse will indemnify and hold harmless Speedhorse Paint & Appaloosa Championship Futurity, LLC and its parent company and subsidiaries and any sponsor(s) against all responsibility or liability or claim for injury or damage to any person, horse or other property of the undersigned, or of any other person or his or their agents, employees or associates, caused by the horse or the agent or employee of the undersigned, or by any person, whether by negligence or otherwise, on the premises of the racetrack. Speedhorse Paint & Appaloosa Championship Futurity, LLC, its parent company and subsidiaries and any sponsor(s) of these races accept no liability for any incidental or consequential damages that may be claimed to have been suffered in any way relating to this event by any subscriber.
- 16) RESOLUTION OF DISPUTES** It is recognized that Speedhorse Paint & Appaloosa Championship Futurity, LLC has established the rules and conditions for participation in the Speedhorse Paint & Appaloosa Championship Futurity, LLC and eligibility for awards in Speedhorse Paint & Appaloosa Championship Futurity, LLC sponsored races and contests. By entering this contest, each participant agrees to be bound by rules and conditions as established by Speedhorse Paint & Appaloosa Championship Futurity, LLC. In the event of a dispute with respect to any matter governing the award of prizes, awards and monies, the decision by stewards shall be final, binding and not subject to challenge in any court of law. In the event a lawsuit is filed, the parties hereto consent to waive their right to a jury trial concerning any controversy arising out of or relating to any of the parties' dealings with each other, whether in contract or in tort, and to submit any and all disputes to binding arbitration pursuant to the provisions of the Uniform Arbitration Act found at 12 O.S. §1851, et seq. The arbitration proceedings shall be conducted in accordance with the provisions of 12 O.S. §1851, et seq. and, specifically, pursuant to the provisions of 12 O.S. §1862, in the event a lawsuit is filed, Speedhorse Paint & Appaloosa Championship Futurity, LLC may apply to the Court for the appointment, and in the sole discretion of the Court, and of a single arbitrator which said arbitrator will arbitrate said dispute in accordance with the provisions of the Uniform Arbitration Act. Each participant agrees that in the event of an unsuccessful lawsuit, Speedhorse Paint & Appaloosa Championship Futurity, LLC, and any of its parent company's or subsidiaries that might be named as a party in said lawsuit shall have the right and the losing party shall be liable in damages for all reasonable attorney's fees and expenses incurred by the successful party in the enforcement of any of their rights hereunder.
- 17) VOLUNTARY EXECUTION** Any party participating in any race administered by Speedhorse Paint & Appaloosa Championship Futurity, LLC acknowledges that they are agreeing to the rules and conditions freely and voluntarily, and that they have ascertained and weighed all the facts and circumstances likely to influence their judgment. The party has further sought and obtained legal advice and has been duly apprised of their respective legal rights and all questions pertinent hereto have been fully and satisfactorily explained to them. The party has given due consideration to such provisions and questions and they clearly understand and assent to all the rules and condition hereof.
- 18) CHOICE OF LAW, CHOICE OF VENUE AND FORUM SELECTION** All parties agree that the races described in these conditions bear a reasonable relationship to the State of Oklahoma; that the laws of the State of Oklahoma shall govern any interpretation or enforcement of these rules and conditions, as well as any rights arising to any party; that the District Court of Cleveland County, State of Oklahoma is a proper venue for any legal action arising between any of the parties; and that any litigation arising hereunder shall be brought in the District Court of Cleveland County, State of Oklahoma.
- 19) AUTHORITY TO BIND OWNERS** The parties executing and agreeing these rules and conditions, whether one or more, represent to Speedhorse Paint & Appaloosa Championship Futurity, LLC that they are the owners or lessees of the horse or horses that will participate in any race administered by Speedhorse Paint & Appaloosa Championship Futurity, LLC, or that they are the authorized agent of said owners or lessees. In the event that an owner or lessee has not executed this agreement, or in the event that the parties executing these rules and conditions are not authorized agents, then the parties executing this agreement, whether one or more, agree to indemnify and hold Speedhorse Paint & Appaloosa Championship Futurity, LLC and its parent company and subsidiaries harmless for any and all injuries and claims that the non-executing owners might incur, assert or allege against Speedhorse Paint & Appaloosa Championship Futurity, LLC and its parent company and subsidiaries.

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

I HAVE READ AND APPROVE THE FOREGOING RACE CONDITIONS (Please Type or Print):

Owner Name: _____ **(Please Type or Print)**

Signature: _____ **(Owner or Owner Authorized Agent)**

NOMINATION FORM MUST BE SIGNED TO ENTER

Please Sign and return this form along with your payment to:
SPEEDHORSE MAGAZINE • P.O. Box 1000, Norman, OK 73070

SPEEDHORSE Paint & Appaloosa Championship Futurity