

**127TH KENTUCKY FUTURITY
Open and Filly Divisions for Foals of 2016
For 3-Year-Old Trotters To Be Raced in 2019**

Owned and Serviced By:

The Red Mile

Sponsor:

The Red Mile, et al.

For:

Foals of 2016 (Subject to USTA Rule 26, Section 23 (d).)

Nominated horses must be properly identified to the satisfaction of The Red Mile at the time of nomination, including but not limited to certifying that the nominated horse is registered as a twin or as the only foal of the mare in 2016, or, if produced through embryo/ovum transfer, is the donor's mare's first born foal in 2016. The Owner(s) of the nominated horse agree to indemnify and hold The Red Mile harmless from any and all claims, suits or damages, including attorney's fees, arising out of or related in any way to such certification.

To Be Raced As:

Two separate races, the Kentucky Futurity Open and the Kentucky Futurity Filly.

Estimated Total Purse:

\$600,000E Open Division \$350,000E Filly Division

To Be Raced At:

The Red Mile, Lexington, KY

Cancellation:

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

Added Money:

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

Nomination Fees:

May 15, 2017..... \$50 (U.S. funds only)

Future Payments (U.S. funds only):

On Two-Year-Olds	Open	Filly
March 15, 2018	\$500	\$300

*Supplemental Payment \$1,000 \$500

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

On Three-Year-Olds	Open	Filly
Feb. 15, 2019	\$1,000	\$500

March 15, 2019

Declaration Fee..... \$7,500 \$3,500

Supplemental Payment:

*Ineligible 3-year-olds may be made eligible to the Kentucky Futurity Open and Filly divisions in 2019 with a declaration to start accompanied by payment of a supplemental declaration fee in the form of a certified check no later than the prescribed time and date determined by The Red Mile. Any horse not nominated and sustained may be supplemented to the race by paying 15 percent of the money paid into that race, plus the starting fee. Payment due at time of declarations as listed on the The Red Mile condition sheet.

Filly Notice:

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

Payment Distribution:

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

Transfer of Gait:

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

Declaration:

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

Notice:

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

Racing Conditions:

The LTBA will use its best efforts to publish the Racing Conditions for both the Kentucky Open and Filly Division January 1, 2016. Otherwise the Racing Conditions for the Races will be published in the 2016 Stakes Guide or available from The Red Mile when finalized.

The LTBA reserves the right to conduct either Race or both Races: at a distance of one mile or greater; in heats on the same date; or in eliminations to be held on the same date as the Final or a week previous. The Open may be conducted in a different format than the Filly Division.

In the event that fewer than thirteen (13) horses declare to start, the race may be divided into elimination races and those elimination races shall be raced for 30% (divided equally among divisions) of the totalpurse. The final heat shall race for 70% of the total purse. Horses qualifying for the second heat shall be determined by the following guidelines:

13 – 20 Declarations: 2 elimination races with the first five finishers in the official order of finish qualifying for the final.

21 – 30 Declarations: 3 elimination races with the first three finishers and two fourth place finisher(s) with the highest seasonal earnings for that year in the official order of finish qualifying for the final.

31 – 40 Declarations: 4 elimination races with the first two finishers and third place finisher(s) with the highest seasonal earnings for that year in the official order of finish qualifying for the final.

(Seasonal earnings, for the purpose of the above conditions, shall be as recognized by the USTA and include money won in the first heat.) The number of horses advancing to the final shall be determined by the number of positions on the starting gate. Post positions for the Final shall be drawn by the order of finish in the elimination heats with all first elimination heat winners drawing for the inside post positions and so on. Horses not qualifying for the Final may not draw into the Final race to replace a scratched horse.

Money Division:

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

According to the finish in each of the eliminations and final.

Protests, Investigations And/Or Disputes:

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

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

Rules:

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

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

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

Make Checks Payable To and Send To:

The Red Mile
1101 Winbak Way
Lexington, KY 40504