

# 2023 OKLAHOMA PAINT & APPALOOSA FUTURITY RACE CONDITIONS

## *Added Money and Conditions Subject to OHRC Approval*

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In addition to Paragraph 2 of these Race Conditions and as a condition for participation in this race, all horses nominated to the Oklahoma Paint & Appaloosa Administered Futurity may be subject to substance testing by the OHRC. Any prohibited medication positives may 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 a requirement for hair testing prior to entry if such requirement is imposed by the racetrack and approved by the OHRC.**

**1. ELIGIBLE HORSES.** For 2021 APHA & ApHC registered foals, which are owned or nominated by owners who agree to the special terms of Paragraph 2. Substance Testing, are the only horses eligible to enter the race. APHA Regular Registry foals must have at least one APHA Registered Paint Parent. APHA Solid Registry foals must have two APHA Regular Registry Paint Parents -or- at least one APHA Regular Registry Paint Parent in the 1<sup>st</sup> and 2<sup>nd</sup> generation. All horses must be Parentage Verified. An owner may nominate as many horses as desired. If one or more nominations are withdrawn prior to the running of the trials, it is the owner's responsibility to specify which horses are being withdrawn and which horses are to remain eligible when making payments. Either copy of the registration certificate or the application for registration must be provided by the owner/nominator no later than the due date for the January payment if the horse remains eligible.

**2. SUBSTANCE TESTING.** As a condition for participation in this race, all horses nominated to the Oklahoma Paint & Appaloosa administered Futurity will be subject to substance testing by the OHRC. 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 45 days of the trials for this race. Additionally, the owner of the TOP 25 qualifiers for this race, based on 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 final.

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 OQHRA and/or Remington Park, its officers, executive committee members, its employees, or race sponsor 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 trainer of the nominated horse.

**3. PURSE MONEY.** The Net Futurity Purse will consist of all nomination fees, sustaining fees, late fees, plus the \$75,000 added money from Horsemen's Purse Funds and \$5,000 added money from Oklahoma Breeding Development Fund; less \$10,000 from nominations for Juvenile, and less 15% of the gross purse (excluding added money) for administrative and advertising expenses. The Net Juvenile Purse will consist of \$10,000 from futurity nominations, \$10,000 from APHA, \$10,000 from Bryan Hawk (West Win Farms), and \$10,000 from Horsemen's Purse Funds (pending OHRC approval). Oklahoma Bred added money will only be paid to accredited Oklahoma Bred horses and is subject to approval by the OHRC. Oklahoma Bred Funds in the futurity final will pay five places (60%, 20%, 11%, 6% and 3%). All Oklahoma Bred Funds will be distributed by the OHRC. The Final and Juvenile purse will pay 10 places and distributed by the Horsemen's Bookkeeper at Remington Park as follows: 38% to winner, 17% to second horse, 11% to third horse, 8% to fourth horse, 6% to fifth horse, 5% to sixth horse, 4.5% to seventh horse, 4% to eighth horse, 3.5% to ninth horse, 3% to tenth horse. In the event there are fewer than 10 finalists, the purse funds will be distributed proportionately between the actual number of participants based on the original formula for distribution.

**4. PAYMENTS.** Except as provided herein, the failure to make all payments on or before the designated dates will result in a termination of the nomination and all prior nominating and sustaining payments will be forfeited. All payments must be postmarked no later than the due date and should be sent by registered or certified mail. The sender's receipt must be date stamped by the United States Postal Service and presented as proof of mailing if date discrepancies occur. Postage metered dates will not be accepted if payments are not received by the due date. United States Postal Service date stamped metered mail will constitute evidence of mailing if dated, mailed, and stamped on or before due date. All returned checks constitute no payment. In the event a sustaining payment is late (the "Late Payment"), a nomination of the Eligible Horse will not be terminated if, on or before the due date of the next immediate sustaining payment (or the entry date if the Late Payment is the last sustaining payment), the person nominating the Eligible Horse pays (a) such next sustaining payment; (b) the Late Payment; and (c) an additional amount equal to the Late Payment. The foregoing provision will not apply to consecutive sustaining payments.

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**5. LATE NOMINATIONS AND SUPPLEMENTS.** Double payments missed to date until the February payment for late nominations. Supplemental payment at time of entry of \$5,000 must be paid to the Horsemen's Bookkeeper at Remington Park. Payment must be made by cashier's check or other immediately available funds on deposit.

**6. ENTRY.** Entries in all races must be made through the entry box at Remington Park Racing Office by closing time for entries in that race. Nominations to the race do not guarantee the availability of stalls at Race Track for nominated horses. In accordance with OHRC 325:25-1-5 for entry back in the final, a finalist that is physically disabled or dead may be entered for purse payment purposes.

**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 or 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.

**8. FINAL.** 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 (5) fastest qualifiers from each day will advance to the final and the sixth-tenth (6th-10<sup>th</sup>) fastest from each day to the Juvenile. 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 addition to the pre-entry hair testing, only the fastest 25 qualifiers for the 2023 Futurity based on trial times will be eligible and required to comply with collection of another hair sample which will be collected and tested after the trials and prior to entry for the final at a time and location set by the race administrator. Any horse failing to produce a clean hair test free of prohibited substances will not be eligible to enter the Final or Juvenile regardless of the qualifying time.** The final will consist of a field of no more than ten (10) horses, except in the event (12) or fewer horses enter the trials. In the event twelve (12) or fewer horses are eligible prior to the trials, there will be no trials however eligible horses must enter on date for entry to trials to be eligible to run in the final. Race Sponsor and the Racing Secretary 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 final with the 11th and 12th place horses receiving no money. Horses running in trials with 11-25th fastest times to the Futurity Final will be eligible for entry in the Juvenile with preference for fastest non-qualifying times. None of the top 25 horses failing to provide a clean hair test from the post-trial testing will be eligible to enter the Juvenile. No purse money will be paid to Juvenile entries that are scratched for any reason prior to running of the Juvenile. 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.

**9. TIES.** In the event that all trials are conducted on one day and a tie for the 10th fastest time occurs, 11 horses will be allowed to run in the final. If more than two horses are tied for 10th place, the final two positions will be determined by lot. In the event the trials are ran over two days and a tie occurs for the 5th fastest time on one day, the same rule would apply. If an 11-horse field is ran in the finals the purse will be adjusted accordingly. No more than 11 horses will run in the final if trials were conducted.

**10. SCRATCHES.** If a horse is ruled ineligible by the stewards or the Oklahoma Horse Racing Commission for entry into either the trials or the final or if the stewards scratch or disqualify a horse from either a trial or the final described herein for a rule violation, such horse may be ineligible for receipt of any purse money. After the entry date for the final, the purse money that might have been due to such horse will be divided proportionately (based on purse percentages) among the other starters in such race. If, after the entry date for such race, one or more horses are withdrawn from the final for any reason other than ineligibility or a rule violation, the purse monies (in inverse order of finish) equal to the number of withdrawn horses for such race will be distributed equally to the owners of the horses withdrawn from such final. If, prior to the entry date for the final a horse is ruled ineligible for the final as provided above, the next eligible horse may be entered in such race.

**11. CHANGE OF ADDRESS.** The owner of a horse nominated to the race is responsible for notifying race sponsor of the sale of a horse nominated to the race or of a change in the owner's address.

**12. RACE DATES.** The race sponsor reserves the right to reschedule, postpone, revise the conditions for, or cancel the race for any reason that it deems sufficient. Any nomination to the race may be refused without liability by the race sponsor for any reason at any time prior to the actual running of the final race. If the race is canceled, all nominating and sustaining payments theretofore paid, less the amounts deducted for advertising, accounting, and administrative expenses, will be refunded.

**13. RACING RULES.** All disputes as to the eligibility to participate in this race will be determined in the sole discretion of the race sponsor and the OHRC Stewards and the decision of will be absolute, final and binding. The race date and the race conditions are subject to approval by race sponsor, the racetrack, and the Oklahoma Horse Racing Commission. The decision of the stewards or the OHRC in all matters under their jurisdiction will be final. Nominations are accepted only on the condition that those persons nominating or starting a horse in the trials and the final agree to abide by these race conditions, the rules and regulations promulgated by Remington Park, the Oklahoma Horse Racing Commission Rules of Racing (Pari-mutuel), and all other rules, regulations and conditions promulgated by the OHRC or any other applicable governmental authority or the race sponsor.

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The undersigned has read this document and represents and warrants that (i) he/she is the 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)

**Email Address:** \_\_\_\_\_

### **NOMINATION FORM AND RACE CONDITIONS MUST BE SIGNED**

**Please return nomination form and signed race conditions along with your payment to:**

Oklahoma Paint & Appaloosa Futurity  
PO Box 1012  
Jay, OK 74346

If you have any questions regarding any part of this nomination form or race conditions, please contact the Race Sponsor Shari Burger/Oklahoma Paint & Appaloosa Futurity at the above address or at (918) 520-3103.

**PLEASE RETAIN A COPY FOR YOUR RECORDS**

Email: [burgershari@yahoo.com](mailto:burgershari@yahoo.com)