

# 2012 Lone Star Speedhorse Paint & Appaloosa Futurity-G1

## 400 YARD Lone Star Speedhorse Paint & Appaloosa Futurity-G1 **\$50,000 added**

For Two-year-old APHA/ApHC  
\* Trials - October 18, 2012  
\* Finals - November 2, 2012



Payment Deadlines	Regular payment	Late payment
May 1, 2012	\$100	
June 1, 2012	\$200	..... + \$100 †
July 1, 2012	\$300	..... + \$200 †
August 1, 2012	\$400	..... + \$350 †
September 1, 2012	\$500	..... + \$2,000 †
<b>TOTAL</b>	<b>\$1,500</b>	

† Plus all payments due to date  
\* Tentative Dates

### Purse Disbursement

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

APHA Entries must have one regular registered Paint parent.

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 payment by a postmarked letter. If two consecutive payments are missed then the entry will be ineligible, although you may reenter with late payments.

3rd Leg Of The



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**Make Checks Payable to: Speedhorse Lone Star Speedhorse Paint & Appaloosa Futurity**  
P.O. Box 1000 • Norman, OK 73070 • 746 W. Interstate Dr. • Norman, OK • 73072  
(405) 288-2145 • FAX (405) 288-2151

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

Credit Card Phone Orders Accepted    VISA     MasterCard     Discover     American Express     Check

Card # \_\_\_\_\_ Name \_\_\_\_\_

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

\*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

Horses Entering Race(s) Are Bound By Conditions.

**FOR YOUR PROTECTION SEND ALL PAYMENTS CERTIFIED MAIL ON OR BEFORE DUE DATE. 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 2012 Lone Star Speedhorse Paint & Appaloosa Futurity. I agree to be bound by the rules and conditions as established and interpreted by Lone Star Speedhorse, the rules and regulations of the Texas Racing Commission and the track rules and conditions of the host track.

Added Money  
Subject to Final  
THRC Approval

## ENTER TODAY!

Recorded Owner, Lessee or Authorized Agent

# Conditions For The 2012 Lone Star Speedhorse Paint & Appaloosa Futurity

Nominations and eligibility for the Lone Star SPEEDHORSE Paint & Appaloosa Futurity is open to horses which are registered with the American Paint Horse Association & Appaloosa Association. Open to the World! (See payment schedule). Open to two-year-old APHA horses with one regular registered Paint parent and ApHC horses. The Lone Star SPEEDHORSE Paint & Appaloosa Futurity is owned and operated by Sabre Publishing, Ltd. Co., Series QH and will be referred to as Lone Star Speedhorse Races in these conditions. Nominations or subscriptions to these races may be refused or cancelled without liability to Lone Star Speedhorse Races or 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. Lone Star Speedhorse Races 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. Lone Star Speedhorse Races may at any time, alter race conditions in order to comply with current Texas Racing Commission (the "Commission") and/or the host racetrack where the race will be run (the "Racing Association" or "Racetrack") requirements. Lone Star Speedhorse Races will comply with the rules and regulations of the Commission.

**Resolution of disputes:** It is recognized that Lone Star Speedhorse Races has established the rules and conditions for participation in Lone Star Speedhorse Races and eligibility for awards in Lone Star Speedhorse Races sponsored races and contests. By entering this contest, each participant agrees to be bound by rules and conditions as established by and as interpreted by Lone Star Speedhorse Races. In the event of a dispute with respect to any matter governing the award of prizes, awards and monies, the decision by Lone Star Speedhorse Races 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 ARBITRATION pursuant to the provisions of the Oklahoma Uniform Arbitration Act found at 15 O.S. §801, et seq. The arbitration proceedings shall be conducted in accordance with the provisions of 15 O.S. §801, et seq. and, specifically, pursuant to the provisions of 15 O.S. §804, in the event a lawsuit is filed, Lone Star Speedhorse Races may apply to the Court for the appointment, in the sole discretion of the Court, of a single arbitrator which said arbitrator will arbitrate said dispute in accordance with the provisions of the Oklahoma Uniform Arbitration Act. Each participant agrees that in the event of an unsuccessful lawsuit, the claimant shall be liable for Lone Star Speedhorse Races costs and attorneys fees. Each Participant also agrees (a) that the futurity and other contests described in the conditions bears a reasonable relationship to the state of Oklahoma; (b) that the rules, conditions and conduct should be governed by the laws of the state of Oklahoma in all respects, and (c) that Cleveland County, Oklahoma shall be the choice of venue. It is the sole responsibility of the current owner of each eligible entry to make timely payments to maintain eligibility. Neither Lone Star Speedhorse Races nor Sabre Publishing, Ltd. Co., Series QH accepts responsibility for providing any notice of deadlines or eligibility to any nominator or owner. Any notice provided by Lone Star Speedhorse Races is only for the convenience of the nominator or owner. Failure to mail or receive any notice shall in no way absolve the current owner from ultimate responsibility to insure timely payment(s). Lone Star Speedhorse Races may elect to provide payment reminder notices, eligibility lists or any other notice but Lone Star Speedhorse Races is under no obligation to do so.

Nominations and sustaining fees will be accepted after the payment deadlines only through the United States mail postmarked by the United States Post Office no later than midnight of the payment deadline. In case of dispute, the only satisfactory evidence of payment shall be certified mail receipt or registered mail receipt bearing the United States Post Office postmark on or before the payment deadline. Lone Star Speedhorse Races reserves the right to change or modify the payment deadlines at its discretion. All subscriptions, nominating and sustaining payments must remain current. Issuance of an NSF Check, closed account, stopped payments shall be absolutely prohibited and will constitute non-payment and the late payment penalty will be assessed.

All parties involved in the races are assumed to have read this contract and fully understand its content. Lone Star Speedhorse Races assumes no liability to those who have not read the conditions and having not read these conditions the participants, by nominating a horse, are still held to their contents.

Starters in the trials will be limited to those horses which are eligible to start at a recognized American Paint Horse Association or Appaloosa Association race meet. These horses must meet the qualification standards as set up by the Racing Associations at whose track this race is to be run and shall be stabled on the grounds no later than the deadline for the other horses participating at that particular race meeting. Nominations will not be accepted after time of entry for the race day on which the trials are to be run. All horses must go through the entry box in the usual manner at the host Racetrack to enter the trials and the finals. There will be no refunds of nomination, sustaining or subscription fees for horses which fail to meet any of the requirements set forth therein. Entries to these races are received only with the understanding that the officers of the American Paint Horse Association, Appaloosa Association the Racetrack and the Texas 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. No entry will be received except upon this condition: That 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. Notwithstanding the foregoing, in the event a qualifying horse dies prior to the finals, the deceased horse shall not be required to go through the entry box and scratch in the usual manner in order to be eligible for last place money.

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 receiving no financial compensation. Ten (10) horses shall be selected from the trials to participate in the finals although if the total number of entries in the trials are no more than 12 horses (if applicable), trials will be cancelled and the finals will be run with a 12 horse field with 11th and 12th place finishers receiving no financial compensation if the racetrack is equipped to run a 12 horse field. There will be no also eligible list. All horses shall be selected on a time basis, based upon the timing equipment in use at the host Racetrack at the time of the trials; however, should variables exist which would prevent 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 five (5) qualifiers of each day will advance into the finals. If for any reason a tie exists between horses for the final qualifying position or positions, then a draw by random lot shall be conducted by the Stewards of the Racetrack or other authorized racing official to determine which horse or horses 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. 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.

The ten fastest qualifying horses will run in the finals. There will be no consolation.

Lone Star Speedhorse Races reserves the right to start any race with or without a stall gate starting machine. No horse will be allowed to enter who is not in good standing at the time of the actual running of the race. It is hereby understood that Lone Star Speedhorse Races shall not be liable for, and that the owners and lessees of the horse will indemnify and hold harmless Lone Star Speedhorse Races and any of the above mentioned entities or 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. Lone Star Speedhorse Races and any other sponsor(s) of this race 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. The subscriber, for himself, his agents and his employees, hereby assigns to Lone Star Speedhorse Races, etc. any and all rights to motion pictures, television and radio broadcasting in connection with this race.

For all nominations and sustaining payments any owner may reinstate his entry(s) eligibility by submitting a per entry payment of twice the regular fee due on the prescribed deadline. The reinstating payment must be made prior to the next scheduled payment. If two consecutive payments are missed then the entry will be ineligible, although you may reenter with late penalties. The per entry payment schedule and late payment penalty 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. Sustaining payments for Lone Star SPEEDHORSE Paint & Appaloosa Futurity are \$1,500.

In the case of change of ownership, every new owner shall be responsible for timely sustaining payments and promptly notifying Lone Star Speedhorse Races of this change.

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 Lone Star Speedhorse Races.

See the attached Announcement and Nomination Blank for information as to the amount of Added money to the race, trial dates, final dates, distances, payment dates, and purse disbursement.

All payments will be deposited in an interest bearing account. Interest will be used toward the purchase of awards with any remainder going for administration. Lone Star Speedhorse Races will retain 15% of the gross total purses (excluding added money) for this race as cost for advertising and administration.

In the event that any finalist passes through the entry box and is declared by the Stewards or other authorized racing officials after scratch-time, the entry shall be entitled to receive tenth place money as a special equity award in lieu of any other award(s), return of fees, etc. except when the entry is declared by the Stewards or other authorized racing officials for violations of the law or rules of racing. In that event, the purse money shall go to the winner.

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.