

The Richest Races In The Industry

2011 GRAHAM PAINT & APPALOOSA FUTURITY-G1 & DERBY-G1

350 YARD GRAHAM PAINT & APPALOOSA FUTURITY-G1

\$100,000 added

\$350,000 Est. Purse

For Two-year-old APHA/ApHC
Trials - May 15, 2011
Finals - May 28, 2011

Payment Deadlines	Regular payment	Late payment
October 15, 2010	\$100	
November 15, 2010	\$150	..... + \$100 †
December 15, 2010	\$200	..... + \$250 †
January 15, 2011	\$250	..... + \$350 †
February 15, 2011	\$300	..... + \$500 †
March 15, 2011	\$400	..... + \$1,000 †
April 15, 2011	\$500	..... + \$3,000 †
May 1, 2011	\$600	..... + \$5,000 †
TOTAL	\$2,500	

† Plus all payments due 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%

**APHA Entries
must have one
regular registered
Paint parent.**

350 YARD GRAHAM PAINT & APPALOOSA DERBY-G1

\$30,000 added

\$75,000 Est. Purse

For Three-year-old APHA/ApHC
Trials - March 4, 2011
Finals - March 19, 2011

Payment Deadlines	Regular payment	Late payment
October 15, 2010	\$100	
November 15, 2010	\$150	..... + \$100 †
December 15, 2010	\$200	..... + \$200 †
January 15, 2011	\$300	..... + \$350 †
February 15, 2011	\$500	..... + \$2,000 †
TOTAL	\$1,250	

† Plus all payments due to date

*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.*

OPEN TO THE WORLD

Make Checks Payable to: Graham Futurity & Derby
P.O. Box 1000 • Norman, OK 73070 • (405) 288-2145 • FAX (405) 288-2151

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

Name _____ Owner _____

Address _____ City _____ State _____ Zip _____

Phone # _____ Phone # _____

* Horses Entering Race(s) Are Bound By Conditions.
Use separate forms for additional entries!
Canadian Residents Must Pay In U.S. Funds,
Plus Add \$10. To Each Payment

I hereby request that the above described horse(s) be accepted for participation in the 2011 Graham Paint & Appaloosa Futurity & Derby. I agree to be bound by the rules and conditions as established and interpreted by Graham Races, the rules and regulations of the Oklahoma Racing Commission and the track rules and conditions of the host track.

*Added Money
Subject to Final
OHRC Approval*

ENTER TODAY!

Recorded Owner, Lessee or Authorized Agent

CONDITIONS FOR THE 2011 GRAHAM PAINT & APPALOOSA RACES

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

Resolution of disputes: It is recognized that Graham Races has established the rules and conditions for participation in Graham Races and eligibility for awards in Graham 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 Graham Races. In the event of a dispute with respect to any matter governing the award of prizes, awards and monies, the decision by Graham 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, Graham 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 Graham Races costs and attorneys fees. Each Participant also agrees (a) that the futurity & derby 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 Graham Races nor Speedhorse, Inc. accepts responsibility for providing any notice of deadlines or eligibility to any nominator or owner. Any notice provided by Graham 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). Graham Races may elect to provide payment reminder notices, eligibility lists or any other notice but Graham 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. Graham 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. Graham 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 Oklahoma 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.

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.

Graham 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 Graham Races shall not be liable for, and that the owners and lessees of the horse will indemnify and hold harmless Graham 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. Graham 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 Graham 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 Graham Paint & Appaloosa Futurity are \$2,500. Sustaining payments for Graham Paint & Appaloosa Derby are \$1,250.

In the case of change of ownership, every new owner shall be responsible for timely sustaining payments and promptly notifying Graham 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 Graham 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. Graham 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.