

2019 LONE STAR PAINT & APPALOOSA FUTURITY-G1

\$50,000 Est.
\$25,000 ADDED

For Two-Year-Olds

350 YARDS

**For Two-Year-Old APHA & ApHC
Trials – October 26, 2019
Finals – November 8, 2019**

Payment Deadlines
 September 15, 2019..... \$400
 October 15, 2019 \$600

TOTAL..... \$1,000

Lone Star Paint & Appaloosa Futurity will retain 15% of the gross purse (excluding added money) for this race as cost for advertising and administration.

**To Be Run at
LONE STAR PARK
Grand Prairie, Texas**

If you miss the nomination payment on September 15, you may late nominate your horses by making a double payment of that payment date. All foals must be parentage verified. APHA Regular Registry foals must have one APHA Regular Registry 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 1st & 2nd generation.

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

Race Conditions available upon request & will be provided at time original nomination is received. Please sign this form and return with your payment to Texas Paint Horse Breeders Association: P.O. Box 163794, Fort Worth, TX 76161

Make checks payable to:
 Texas Paint Horse Breeders Association
 PO Box 163794
 Fort Worth, TX 76161
 (817) 781-5980

You may make one check for several horses in the same race.

Name of Horse	Registration #	Year Foaled	Sex	Sire	Dam

Name: _____ Owner: _____

Owner's Address: _____ City/State/Zip: _____

Phone (____) _____ Total Enclosed: _____

I hereby request that the above described horse(s) be accepted for participation in the 2019 Lone Star Paint & Appaloosa Futurity. I agree to be bound by the rules and conditions as established and interpreted by Lone Star Park, and the rules and regulations of the Texas Racing Commission. *Horses entering race(s) are bound by conditions.

Recorded Owner, Lessee, or Authorized Agent Signature: _____

CONDITIONS FOR THE 2019 LONE STAR PAINT & APPALOOSA FUTURITY

Subject to approval from Texas Racing Commission

Nominations and eligibility for the Lone Star Paint & Appaloosa Futurity are open to horses which are registered with the American Paint Horse Association and the Appaloosa Horse Club, Nominations or subscriptions to these races may be refused or cancelled without liability to Texas Paint Horse Breeders Association or the Lone Star Park 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. Texas Paint Horse Breeders' Association and Lone Star Park, 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. Texas Paint Horse Breeders' Association and Lone Star Park, 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. Texas Paint Horse Breeders' Association and Lone Star Park, will comply with the rules and regulations of the Commission.

Resolution of disputes: It is recognized that Texas Paint Horse Breeders' Association and Lone Star Park, has established the rules and conditions for participation. By entering this contest, each participant agrees to be bound by rules and conditions as established by and as interpreted by Texas Paint Horse Breeders' Association and Lone Star Park, In the event of a dispute with respect to any matter governing the award of prizes, awards and monies, the decision by Texas Paint Horse Breeders' Association and Lone Star Park, 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 Texas General Arbitration provisions found in Chapter 171 of the Texas Civil Practices and Remedies Code ("TCPRC"). The arbitration proceedings shall be conducted in accordance with the provisions of Section 171.001, TCPRC, et seq., and, specifically, pursuant to the provisions of Section 171.003, TCPRC, in the event a lawsuit is filed, Texas Paint Horse Breeders' Association and Lone Star Park, 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 Texas General Arbitration laws cited above. Each participant agrees that in the event of an unsuccessful lawsuit, the claimant shall be liable for Texas Paint Horse Breeders' Association and Lone Star Park, costs and attorney's fees. Each Participant also agrees (a) that the futurity described in the conditions bears a reasonable relationship to the state of Texas; (b) that the rules, conditions and conduct should be governed by the laws of the State of Texas in all respects, and (c) that Ector County, Texas 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 in accordance with these conditions and those shown on the attached Announcement and Nomination Blank. Texas Paint Horse Breeders' Association and Lone Star Park, accepts no responsibility for providing any further notice of deadlines or eligibility to any nominator or owner. Any notice provided by Texas Paint Horse Breeders' Association and Lone Star Park, 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). Texas Paint Horse Breeders' Association and Lone Star Park may elect to provide payment reminder notices, eligibility lists or any other notice but Texas Paint Horse Breeders' Association and Lone Star Park, 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. Texas Paint Horse Breeders' Association and Lone Star Park, 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 or unaccepted or invalid credit card information or refusal shall be absolutely prohibited and will constitute non-payment and the late penalty payment will be assessed.

All parties involved in the race are assumed to have read this contract and fully understand its content. Texas Paint Horse Breeders' Association and Lone Star Park, 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 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. 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, 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.

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 may then select the finalists in their order of finish in the trials. 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 horse disqualified shall be given the time plus one one-hundredth of a second 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.

Texas Paint Horse Breeders' Association and Lone Star Park, 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 Texas Paint Horse Breeders' Association and Lone Star Park, shall not be liable for, and that the owners and lessees of the horse will indemnify and hold harmless Texas Paint Horse Breeders' Association and Lone Star Park, 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. Texas Paint Horse Breeders' Association and Lone Star Park, 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 Texas Paint Horse Breeders' Association and Lone Star Park, 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 (if applicable) are missed then the entry will be ineligible, although you may re-enter with late penalties (if applicable). 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.

In the case of change of ownership, every new owner shall be responsible for timely sustaining payments and promptly notifying Texas Paint Horse Breeders' Association and Lone Star Park, 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 Texas Paint Horse Breeders' Association and Lone Star Park, race.

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 into the purse. Texas Paint Horse Breeders' Association and Lone Star Park 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.