

# Bluegrass Series No. 49

*For 2-Year-Old Pacers & Trotters in 2023  
For 3-Year-Old Pacers & Trotters in 2024*

**Owned and Serviced By:**

The Red Mile

**Sponsor:**

The Red Mile, et al.

**For:**

Foals of 2021 (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 2021, or, if produced through embryo/ovum transfer, is the donor's mare's first born foal in 2021. 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:**

Separate colt and filly divisions for 2- and 3-year-old trotters and pacers. To be raced in 2023 and 2024.

**Estimated Total Purse:**

(2yo CP) \$275,000 est.	(3yo CP) \$200,000 est.
(2yo FP) \$250,000 est.	(3yo FP) \$200,000 est.
(2yo CT) \$275,000 est.	(3yo CT) \$200,000 est.
(2yo FT) \$250,000 est.	(3yo FT) \$200,000 est.

**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 a minimum of \$5,000 for each 2-year-old event and \$7,500 per division for each 3-year-old event. The association may deduct 1% of all money for administration, advertising and trophy costs for these events.

**Nomination Fee (U.S. funds only):**

May 15, 2022..... \$35

**Supplemental Yearling Nomination (U.S. funds only):**

Otherwise not eligible yearlings may be made eligible by paying a supplemental yearling nomination.

August 15, 2022..... \$175

**Future Payments(U.S. funds only):**

On 2-year-olds

March 15, 2023(declare gait) ..... \$350

April 15, 2023..... \$450

May 15, 2023..... \$550

Declaration Fee .....\$1,000

Supplement Payment due March 15, 2023\* ..... \$550

\*Ineligible 2-year-olds may be made eligible to the 2-year-old events in 2023 by making the 2-year-old supplemental nomination fee on March 15, 2023 of \$550 plus the April 15 and May 15 payments.

On 3-year-olds

February 15, 2024 ..... \$550

March 15, 2024 ..... \$750

April 15, 2024..... \$850

Declaration Fee .....\$1,000

Supplemental Payment due February 15, 2024\*\* ..... \$5,000

\*\*Ineligible 3-year-olds may be made eligible to the 3-year-old events in 2024 by making the 3-year-old supplemental nomination fee on February 15, 2024 of \$5,000 plus the March 15 and April 15 payments.

**Future Eligibility:**

In the event a 2-year-old makes the March 15, 2023 payment and does not make any further payments, this horse is still eligible to make the February 15, 2024 payment.

**Payment Distribution:**

Nomination fees will be divided equally between the eight races. Other payments may be credited to a specific race.

**Transfer of Gait:**

Eligibles may change gait at any time prior to declaration and must be qualified on the gait they have been declared. Payments already made will remain with the original gait.

**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:**

Each event to be raced one heat at one mile. In the event that more than twelve (12) horses declare to start; the race shall be split into divisions. If raced two divisions or more, the purse will be equally divided into as many divisions as necessary.

The Red Mile, at its sole discretion as to what it determines to be in the best interest of the Races, reserves the right to refuse the participation of any entry or proposed entry. Any horse owned or trained by an owner or trainer who is arrested, indicted or is the subject of a filed governmental criminal information charging such person with administering, selling, sponsoring or encouraging the sale or use of illegal medications or the illegal or unethical treatment of animals will be ineligible to race in any of the races owned or controlled by The Red Mile. Such ineligibility shall commence on the date of such arrest, indictment or information and continue for a minimum of 60 days from the time of the transfer of ownership of the horse and/or the change of trainers to a bona fide separate and unrelated licensed owner or trainer, as the case may be. All payments may be subject to forfeiture.

**Money Division:**

50% 25% 12% 8% 5%.

**Protests, Investigations and/or Disputes:**

In the event of any protest, investigation or dispute with respect to the results of the Stake 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 Stake, 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 elimination heats;
- d) other matters that the LTBA determines to be necessary and appropriate for the proper administration, promotion and implementation of the Stake.

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 Stake, 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.

**Checks Payable To and Send To:**

The Red Mile  
1101 Winbak Way  
Lexington, KY 40504