**Filly Notice:**
A filly eligible to the filly division of the Kentucky Futurity must start in the Open division of the Kentucky Futurity by making up the required Open division payments. Previous payments remain with the Filly division. A filly may not start in both events.

**Payment Distribution:**
Nomination fees will be divided equally between the two races. All other payments will be credited to the specific race.

**Transfer of Gait:**
Any eligible horse may transfer to the Tattersalls Pace by paying all nomination and other required payments due in the Tattersalls at the time of transfer.

**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:**
The LTBA will use its best efforts to publish the Racing Conditions for both the Kentucky Open and Filly Division. Otherwise the Racing Conditions for the Races will be published in the USTA Stakes Guide and online at the USTA, or available from The Red Mile when finalized.

The LTBA reserves the right to conduct either Race or both Races: at a distance of one mile or greater.

The number of starters will be limited to the 11 eligible and qualified horses that are the highest money earners in 2024 from January 1 thru and including the official time of declaration on The Red Mile’s condition sheet. The next 11 eligible and qualified horses that are the highest money earners in 2024 will be eligible to the $50,000 consolation for the Open Division and $25,000 for the Filly Division (No Entry Fee).

There will be two (2) *also eligible draws for the Final and Consolation. Horses may not opt out of the Final to enter the Consolation. If the consolation does not fill with 6 entries, those horses will be refunded their 2024 sustaining payments. In addition, entries that exceed over the 22 limit will also be refunded their 2024 sustaining payments.

The sponsors reserve the right to reject any entry and return the fees paid toward that entry.

All starters are subject to the detention policy of The Red Mile.

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 otherwise 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:

In both the Open and Filly division, the purse shall be divided and awarded: 50-25-12-8 and 5% according to the finish in each of the eliminations and final.

Protests, Investigations And/Or Disputes:

In the event of any protest, investigation or dispute with respect to the results of the LTBA 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 The Kentucky Futurity, 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 eliminations;

d) other matters that the LTBA determines to be necessary and appropriate for the proper administration, promotion and implementation of the Kentucky Futurity.

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 Kentucky Futurity, 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 Made Payable To and Send To:
The Red Mile
1101 Winbak Way
Lexington, KY 40504