

## GENERAL RULES AND REGULATIONS

### A. RULE CHANGE PROCEDURES

**Section 1.** Rule change submissions that may add, alter, or amend any rule in the *NRHA Handbook* may be submitted by any NRHA member in good standing, NRHA Committee, NRHA Staff, NRHA Board of Directors (“Board”), NRHA Executive Committee or NRHA Task Force.

**Section 2.** Only the Board can vote on and pass a rule change. The Board can make changes to General Rules and Regulations as deemed necessary.

**Section 3.** Submission deadlines for rule change proposals affecting competition and contained within Show Rules and Regulations, Youth Rules and Regulations, Show Stewards, Freestyle Reining, Judges, Rules for Judging, Patterns, Freestyle will be published in the *NRHA Reiner* magazine (“*Reiner*”) and on the NRHA website. The Board must review all proposed rule changes affecting competition during at least two meetings prior to taking a Board vote. All such proposed rule changes must be published in the *Reiner* and posted on the NRHA website for membership review prior to a Board vote. The author may withdraw a rule change proposal at any time prior to the Board’s first review. The Board may make recommendations to modify a proposal or send the proposed rule change to the appropriate committees for review. On the day of the official Board vote, the rule change will either be passed or defeated as written, passed or defeated as amended, or no action will be taken.

**Section 4.** Each committee may review any proposed rule change and provide a recommendation to approve or disapprove the rule change.

**Section 5.** In the best interest of the NRHA and its members, the Executive Committee is empowered to make clarifications as needed to the *NRHA Handbook*, during day to day management, in instances where the rules are not clearly written or defined. Any changes under this provision will then be corrected in the manner outlined in the *NRHA Handbook*.

**Section 5.** After a rule has been changed and made effective, but contradictory or incomplete references still exist in the *NRHA Handbook*, the Executive Committee may approve for corrections to be made effective and updated on the current year’s electronic version. The corrections will be included in the following year’s *NRHA Handbook*.

### B. AFFILIATE COMPLIANCE

Renewing NRHA Affiliates shall submit Affiliate dues and a complete and correct annual renewal application listing officers who must be NRHA members in good standing. NRHA Affiliates failing to meet application requirements by the due date will be held in “suspended business” status—including show approvals—until the required application has been received, or until March 1. If the application is still outstanding or Affiliate officers are not current members in good standing

by March 1, Affiliate status will be annulled. After March 1, an annulled Affiliate may apply for renewal by paying a re-instatement fee and submitting a completed affiliate renewal application representing officers who are current NRHA members in good standing. Affiliate status will be re-established pending approval of the NRHA Board of Directors.

### **C. INTERNATIONAL AFFILIATE PROGRAM**

Designation as an NRHA National Association Affiliate (“NAA”) is a privilege, not a right, bestowed by the Board, according to procedures formulated by the Executive Committee.

#### **Section 1. National Association Affiliate Rights and Responsibilities:**

(a) Reining organizations outside of the U.S. must first be granted Regional Affiliate status. Once the group has been a Regional Affiliate in good standing for at least a year, has twenty-five (25) NRHA members in good standing, and meets specified show requirements, that Affiliate will have the right to apply for the NAA program. October 31 is the deadline to apply for NAA participation for the next calendar year.

(b) Once NAA status has been granted and the NAA has reached one-hundred (100) NRHA members, the NAA will have the right to apply for the NRHA International Affiliate Program (“IAP”). Each NAA will inform the NRHA by October 31 of the year prior whether it wishes to adopt the program for the next calendar year.

#### **Section 2. NRHA International Affiliate Program Rights and Responsibilities:**

(a) The National Association may elect to establish a joint membership between the National Association Affiliate and the NRHA.

(b) All Reining events will be NRHA approved.

(c) All records will be maintained in the official NRHA database.

#### **Section 3. In support of the International Affiliate Program, NRHA will agree to the following:**

(a) Recognize the NAA as the organization to govern and lead the sport of Reining on a national level within that country.

(b) Provide support to NAAs, as approved by the NRHA Board of Directors and published in the International Affiliate Program policy.

(c) Authorize that protests originating within a respective country be adjudicated by the NAA for that country. The appeals process will be to the Executive Committee.

(d) The NAA may take other action such as prohibiting the member from attending or competing in events hosted by the NAA, provided that such action is handled in accordance with the NAA’s bylaws.

(e) Authorize the NAA to make recommendations on all show approvals within that country.

(f) Maintain historical and database records for participating International Affiliate Program NAAs and to provide that information upon request.

## **D. Dispute Resolution Provisions**

**Section 1.** NRHA is a private voluntary association with the right to make, interpret and enforce rules governing the conduct of its members in connection with its activities. The NRHA Bylaws, these Rules and Regulations and any other Terms and Conditions set out in the *NRHA Handbook* form a contract between the Association and its members. Any Member may be disciplined, fined, or have his/her membership revoked or suspended in accordance with the discretion provided the NRHA Board or Executive Committee by the NRHA Bylaws or otherwise in accordance with the *Handbook* or these Dispute Resolution Provisions.

**Section 1A.** For purposes of these Dispute Resolution Provisions, the following definitions apply: (i) The term “**Member**” refers to and includes current or former members of the NRHA, and any non-member individual or entity (such as show committees or Affiliates) that may be subject to the *Handbook* provisions, (ii) The term “**Claim**” refers to any assertion of a right, deprivation of right, violation of right, dispute, controversy or disagreement of whatever kind or nature whatsoever made by or on behalf of a Member against the Association or any of its directors, officers, employees, representatives or agents, (iii) The term “**Claimant**” refers to the Member who submits a Claim in accordance with these Dispute Resolution Provisions, (iv) The term “**Show**” refers to any NRHA approved event where horses are shown, (v) The term “**Protestor**” refers to the Member who files a Category II Claim protest, (vi) The term “**Accused**” refers to the Member who is the subject of a Category II Claim protest.

**Section 1B.** To the extent any provision in the Bylaws or *Handbook* is ambiguous or subject to a reasonable dispute over its meaning, the Association, through its Executive Committee, has the right to interpret the provision.

**Section 1C.** Every Member is subject to, and agrees to be bound by, the Bylaws, the *Handbook* and these Dispute Resolution Provisions.

**Section 1D.** Any Claim asserted by a Member against the Association or arising from or under the Bylaws or *Handbook* shall be subject to these Dispute Resolution Provisions and, if asserted against the Association or its directors, officers, staff or representatives, these Dispute Resolution Provisions shall be the Member’s exclusive remedy and recourse for any Claim. Claims shall be determined based on their nature and designated by the following categories: **Category I** Claims involving Corporate Governance, **Category II** Claims arising at or in connection with a Show, and **Cate-**

**gory III** Claims arising from matters other than a Show (any non-Show related rule violation as determined by NRHA). The Executive Committee may, in its sole discretion, determine which category a Claim falls within and such determination shall be conclusive.

**Section 1E.** Category I Claims shall come before the NRHA Executive Committee or Board, as provided in the NRHA Bylaws. The presiding member of the Executive Committee or Board may set Category I Claims on the respective agenda of the applicable body for determination by the body.

**Section 1F.** Category II Claims shall be determined in accordance with the Disciplinary Procedures set forth below.

**Section 1G.** Category III Claims shall be determined in accordance with the Category III Claims Procedures set forth below.

**Section 1H.** Discovery of Rule Violations. Violations of any NRHA bylaw rule, procedure or policy, including any false declarations, discovered by the Association during the course of business shall be referred to the NRHA President or NRHA Commissioner who may delegate the matter to an NRHA staff member or Legal Counsel to review and investigate the matter and make an initial finding: (i) whether it appears that a violation occurred, and (ii) whether or not the potential violation occurred at or in connection with a Show.

1. If it is determined that a violation likely occurred in connection with a Show, the matter shall be submitted to the Investigation Review Committee (“IRC”) pursuant to the Disciplinary Procedures set forth below.

2. If it is determined that a violation likely occurred, but not in connection with a Show, the matter shall be submitted to the Executive Committee for review. The Executive Committee may delegate further investigation to an NRHA staff member or Legal Counsel. Following such further investigation or review, the Executive Committee shall determine the matter, which determination shall be set forth in writing.

3. In matters involving egregious conduct, if the Executive Committee unanimously determines that it is vital to the furtherance of the Association and in the best interest of the sport of reining, the Executive Committee may temporarily suspend a Member by giving written notification of the temporary suspension to the Member. The effect of the temporary suspension shall be to deny further NRHA privileges to the Member until the matter is finally determined through the appropriate category claims process.

4. Violations include but are not limited to:

a. Non Pro Violations. A Non Pro Member shall follow the Non Pro Conditions as set forth in the *Handbook*. Non Pro violations may be acted upon within two (2) years of the alleged violation.

**b. Abuse.** It is a violation for any Member to abuse or mistreat any horse in any manner whatsoever on the show grounds. Abuse is defined as an action, or failure to act, which a reasonably prudent person, informed and experienced in the customs, accepted training techniques, and exhibition procedures, would determine to be cruel, abusive, inhumane, or detrimental to the horse's health. If it is determined that a Member willfully instigated or participated in abuse of a horse at a Show, the Member shall be subject to the discipline.

**c. Unsportsmanlike Conduct.** Unsportsmanlike conduct at a Show or in connection with NRHA activities or business is a violation and will not be tolerated. Unsportsmanlike conduct is defined as any action of disrespect, misrepresentation, false statement, deceit or fraud directed to judges, show management, show representatives, show stewards, the NRHA, staff, members, or other exhibitors. Unsportsmanlike conduct shall also include failure to respond to any reasonable request by the NRHA, including failure to respond to disciplinary investigation inquiries, or promptly submitting a horse for testing under the animal welfare and medications provisions.

**d.** The felony conviction of a Member of animal abuse or crime involving moral turpitude (under municipal, county, state or federal law) shall be a violation, whether or not the NRHA is involved. The convicted Member may request a meeting with the Executive Committee to present lack of due process by the convicting court of law to merit NRHA's refusal to impose discipline. Any discipline imposed will be stayed pending completion of any statutory appeals. Proof of any appeal in process must be submitted to NRHA within thirty (30) days of notice of suspension.

**e.** The Executive Committee may accept disciplinary rulings pertaining to cruel or inhumane treatment and medication violations of horses from other recognized equine related associations, states, provinces, or countries. The effect of such acceptance is to suspend the individual from NRHA membership privilege, or for non-members, to deny membership privileges, for a length of time equal to the suspension for which reciprocity is given. Acceptance of such rulings by NRHA will be given after notice to the sanctioned Member, who may request a meeting before the Executive Committee to present lack of due process by the reporting association to merit NRHA's refusal to give reciprocity. A request for hearing must be submitted within ten (10) days of notice.

**f.** The malicious or frivolous submission of a Protest to the NRHA is a violation.

**g.** Any Member interfering with, or attempting to influence the outcome of a Protest investigation, arbitration or hearing is a violation and such Member may be subject to discipline. This would include contact with any NRHA member that may have decision making capability or any potential decision-making capability, including but not limited to the Board of Directors, Executive Committee, IRC or Hearing Body.

**h.** Notwithstanding any conflicting Rule, a formal Protest is not required for NRHA to take action for the following violations as determined by the NRHA:

**i.** Any Member participating as a rider in a class or division in which he/she (or the horse he/she is riding) is not eligible. (See Show Conditions).

**ii.** Failure to pay when due any obligation owed to: (a) National Reining Horse Association; (b) Reining Horse Foundation; (c) *NRHA Reiner* magazine; (d) An NRHA approved event; or (e) An NRHA recognized Affiliate. Obligations owed to NRHA approved events and Affiliates, include but are not limited to: entry fees; stall fees; office charges; all costs and fees associated with a returned check; and any other fees or charges connected with the exhibition of reining horses. This rule shall apply to the rider, owner, or agent for any unpaid debts related to the entry, exhibition, showing, stalling, or any related fee at an NRHA approved event. Agent is defined as anyone who acts and/or signs on the behalf of an owner or rider. Violations of this rule may result in automatic suspension or denial of privileges by the NRHA. Fifteen (15) days prior to suspension or denial of privileges pursuant to this section, NRHA will provide written notification of the amount due and the intention to suspend or deny privileges. (See Reinstatement Guidelines for reinstatement procedures).

**iii.** If a suspended Member enters a horse as an owner, rider, agent or entity at any NRHA approved event during the suspension period, the NRHA will automatically impose an additional six (6) months of suspension, and all show prizes and awards will be forfeited to the NRHA as per the *NRHA Handbook*. In the event a suspended Member is found to be involved with the management or production of an NRHA approved Show, the NRHA Executive Committee may impose additional sus-

pension on that Member. Additionally, show management's future Show approvals may be denied.

**iv.** A suspended Member will lose all privileges (such as Professionals, Non Pro, Judges, etc.) for the duration of the suspension. Any member who has been suspended, for any reason, for more than five (5) consecutive calendar years will automatically have their membership revoked.

**a.** Reinstatement Guidelines. If a member or entity was suspended and revoked for failure to pay, that person may re-apply for membership by fulfilling all outstanding obligations, paying the \$100 reinstatement fee and be subject to approval by the Executive Committee.

All other suspended or revoked Members must (i) must pay all obligations as a result of failure to pay or any other fines assessed by the NRHA, (ii) must pay a \$100 fee, in addition to regular membership application fees, to reinstate membership, (ii) make a written request to the Executive Committee to regain privileges (Professionals, Non Pro, Judges, Show Secretaries, Stewards, etc.) once the disciplinary period is concluded. (The Executive Committee may request a recommendation from an NRHA Committee prior to making a decision on reinstatement).

Once re-instated, the Member shall be eligible for the same divisions as prior to the suspension, provided the eligibility criteria did not change during the suspension.

### **Section 11. Category II Disciplinary Procedures:**

**1.** Protests. A Member who believes (i) that the conduct of another Member at a Show warrants disciplinary action, or (ii) a violation of an NRHA rule, regulation or policy has occurred at a Show, shall submit a written, signed Protest with the NRHA office.

**2.** Deadlines for Filing Protests. A Protest shall be filed within fifteen (15) days of the incident or alleged violation set forth in the Protest, or within fifteen (15) days from the date that the protesting Member gained knowledge of the incident or violation. Notwithstanding these deadlines, the Association, in its discretion, may initiate a Protest or act on incidents or alleged violations at any time if the Commissioner or Executive Committee determines that action is in the best interest of the Association, necessary to protect the integrity of the Association, or necessary to protect the safety of a Member or welfare of a horse.

**3. Contents of Protest and Filing Fee.** A Protest shall include: (i) the name of the Accused, (ii) the date and location of the Show where the alleged violation or incident occurred, (iii) citation to the rule, regulation or policy that was allegedly violated, (iv) the names and contact information of any witness to the alleged violation or incident, (v) a detailed description of the alleged violation or incident (attaching any applicable documentary proof), and (vi) a \$250 filing fee (except where the filing fee does not apply).

**a.** The Protest filing fee does not apply to Protests filed by (i) the Association, NRHA staff, (ii) an NRHA committee or committee chair, if the alleged violation or incident falls within the committee's authority, (iii) a Show steward or Show representative involved as an official at the Show where the alleged violation or incident occurred (as long as such steward or representative was not directly involved as an exhibitor of a particular class in question), (iv) a judges' grievance that sets forth conduct warranting disciplinary action (See "Judges Guidelines"), or (v) a Show manager or Show secretary working in that capacity at the Show where the alleged violation or incident occurred.

**b.** In the event sanctions are issued by the NRHA Hearing Body as a result of a Protest, One-half (1/2) of the Protestor's filing fee (\$125) will be refunded.

**4. Receipt of Protests.** The Commissioner (or a staff member or Legal Counsel designated by the Commissioner) shall receive all filed Protests. Upon receipt of a Protest, the Commissioner or designee shall determine if the Protest was timely filed (or falls within a filing deadline exception) and complete. The Commissioner may, in his/her sole discretion, reject or decline to act on any untimely filed Protest. If it is determined that the Protest is complete and proper, the Protest will be assigned to an Investigation Review Committee ("IRC").

**5. Review by IRC.** The IRC will preliminarily review the Protest and determine if the Protest should be advanced to a full Hearing Body for final resolution. If the IRC determines that the Protest should not be advanced to the Hearing Body, the IRC may (i) dismiss the Protest, or (ii) issue a letter of concern or reprimand to the Accused who is the subject of the Protest.

**a.** Upon the dismissal or issuance of a letter of concern or reprimand by the IRC, the matter shall be final.

**b.** The IRC may request an NRHA Committee recommendation prior to making its determination.

**c.** The IRC may request an Investigative Judges Review (IJR), prior to determining the advancement or rejection of any Protest involving an alleged judge violation.

**d.** Prior sanctions and conduct of the Accused may be considered by the IRC.

**6.** Composition of IRC. The NRHA President will appoint three (3) members from the NRHA Board to serve on an IRC. The Board may remove any member of the IRC at any time, for any reason, by a majority vote. Any empty seat on the IRC will be filled by appointment of the President.

**a.** The members of the IRC shall be confidential.

**b.** Evidence, statements and documents pertaining to a pending Protest shall be treated as confidential.

**7.** Decision to Advance to Hearing Body. If the IRC determines that the Protest should be advanced to the Hearing Body, the IRC will advise the Commissioner or designee of its determination.

**a.** The Protestor and Accused will be given at least 30-days notice prior to commencement of a hearing before the Hearing Body, unless said notice requirement is waived.

**b.** The IRC may confidentially advise the Commissioner or designee of its recommended discipline against the Accused. Such recommended discipline shall be placed in a sealed envelope and provided to the Hearing Body as a recommendation for discipline - only if there is a hearing and the Hearing Body determines that disciplinary action is warranted.

**c.** The Commissioner or designee may offer to settle the Protest with the Accused based on the IRC's recommended discipline. If such offer is accepted by the Accused, the settlement will be reduced to a written determination and acceptance letter to be signed by the Accused and the Protest shall be considered final.

**d.** The IRC may appoint a member of the IRC (the "IRC Manager") to present facts to the Hearing Body. The IRC Manager will not be part of the Hearing Body or participate in any Hearing Body deliberations.

**8.** Composition of Hearing Body. The Hearing Body shall consist of five (5) NRHA members with two (2) being selected from the Board and three (3) being selected from current NRHA membership. The Executive Committee shall nominate prospective members of the Hearing Body, subject to approval by the Board.

**a.** Each Hearing Body member shall serve a two (2) year term.

**b.** The Board may remove any member of the Hearing Body at any time, for any reason, by a majority vote.

**c.** If a Hearing Body member resigns or is removed before the end of his/her term, a substitute member shall be nominated and approved to fill the remainder of such term.

**d.** A Hearing Body member may be re-nominated and approved by the Board to serve a subsequent term. No term limits apply.

**9.** Authority of Hearing Body. When a Protest is submitted to the Hearing Body, the Hearing Body shall conduct all further disciplinary proceedings with regard to the Protest and shall function independent of the Commissioner, Executive Committee and Board.

**a.** NRHA Legal Counsel may assist the Hearing Body with administrative and procedural matters, but shall not participate in any deliberations.

**b.** Communications between members of the Hearing Body (including all deliberations) and NRHA Legal Counsel shall be considered privileged, confidential and free from discovery in any subsequent proceeding.

**10.** Hearing Procedures.

**a.** The Hearing Body shall conduct all in person hearings at the NRHA's principal office, or such other location as determined by the Hearing Body.

**b.** In the discretion of the Hearing Body, hearings may be conducted telephonically by conference call.

**c.** A quorum of the Hearing Body shall be present before a hearing may proceed, unless the Accused elects to continue with the hearing with less than a quorum.

**d.** If a quorum of the Hearing Body cannot be achieved because of disqualifications or recusal by Hearing Body members, the President shall appoint additional members from the Board to hear the disciplinary matter.

**e.** The Protestor and Accused shall have the opportunity to appear at the hearing, with or without counsel, to present evidence and testimony, and to hear and refute any evidence offered.

**f.** If the Protestor does not attend the hearing, the matter may be presented by the IRC Manager or submitted based on the written Protest. Attendance at the hearing by the Protestor or Accused shall be at their own expense (including travel, lodging and attorneys fees).

**g.** Proceedings before the Hearing Body shall be informal, and the rules of evidence, both

at common law or provided by Oklahoma rules of civil or criminal evidence, need not be observed. The standard by which admissibility is determined is whether the evidence is such that an ordinary prudent person is willing to rely upon it.

**h.** All witnesses and participants in the hearing shall be immune from any civil liability whatsoever, including, but not limited to, libel, slander, invasion of privacy, defamation or product of disparagement, for testimony given at—or in preparation for—the hearing.

**11. Hearing Body Determinations.**

**a.** After conducting the hearing, the Hearing Body shall make a determination based on the evidence presented including a finding in favor of the Accused, or a finding against the Accused and invoking discipline (including sanctions) as appropriate. Prior discipline and conduct of the Accused may be considered by the Hearing Body in determining whether sanctions are applicable.

**b.** If the Hearing Body determines that sanctions should be rendered against the Accused, except as provided elsewhere in the Handbook, the Hearing Body shall impose at a minimum the following sanctions: (i) First Offense, not less than thirty (30) days probation; (ii) Second Offense, not less than thirty (30) days suspension; (iii) Third Offense, not less than a one-year suspension. The Hearing Body is not bound by these minimum sanctions and has the authority to invoke additional and more stringent sanctions that it believes is supported by the evidence at the hearing, including, but not limited to: revocation and/or denial of membership privileges, revocation of participation privileges in any or all NRHA approved events, denial of privilege of access or presence on the show grounds of an NRHA approved event; denial of privilege to advertise in NRHA's official publications, and/or assessment of a fine. If sanctions include probation, the Hearing Body shall set forth reasonable standards describing the extent, scope and period of such probation.

**c.** If the Hearing Body determines that sanctions are not warranted, but believes the matter should be addressed, the Hearing Body may issue a letter of concern or reprimand to the Protestor or Accused.

**d.** The Hearing Body will issue its written findings and determination as soon as possible after deliberation.

e. Sanctions shall continue beyond the original sanction period ordered by the Hearing Body if there are any unfulfilled or uncompleted requirements, such as the return of prize money, prizes, trophies, payment of fines, etc. In the event a sanction or requirement remains unfulfilled or unsatisfied beyond sixty (60) days, that person's membership shall be automatically revoked. After fulfilling all obligations, that person may reapply for membership and other previously held privileges such as Judging, Steward, Show Secretary, Professionals and Non Pro privileges subject to review and approval by the Executive Committee.

f. When a member is disciplined or sanctioned, the Hearing Body's findings and determination will be presented to the Board and the Board may cause information regarding the discipline or sanction to be published on an appropriate disciplinary list.

g. The decision and action of the Hearing Body shall be final and binding upon all parties.

**12. Appeal of Hearing Body Determination.** An aggrieved party who is sanctioned by a determination of the Hearing Body, may submit a written appeal of the determination to the NRHA Executive Committee within ten (10) days of the confirmed receipt of the Hearing Body determination. But, a letter of concern or reprimand is not appealable.

a. Payment of a \$500 fee must be remitted to the NRHA with the appeal.

b. The Executive Committee will determine if additional information or briefing is necessary.

c. The aggrieved party is not entitled to a hearing before the Executive Committee.

d. The Executive Committee will review the appeal *de novo* and will either support or overturn the Hearing Body's decision.

e. If a member of the Executive Committee is elected to serve on the IRC or Hearing Body, he or she will not be allowed to participate in the appeals process.

f. If Executive Committee members are involved in the Protest or investigation, the Board may appoint a member from the Board to fill any vacancy on the Executive Committee for the purpose of the appeals process.

g. The decision of the Executive Committee shall be final and binding, with no further appeals allowed.

**Section 1J. Category III Claims Procedures.**

1. If a Member desires to assert a Claim against the Association, the Claim shall be initiated within 90 days after the Claim arises by the Claimant filing a

written Notice of Claim with the Commissioner.

**a.** The Notice of Claim shall set forth in reasonable detail the substance for or basis of the Claim.

**b.** The Commissioner shall have 30 days to review the Claim or request addition information from the Claimant with regard to the Claim.

**c.** The Commissioner, or NRHA staff member or legal counsel designated by the Commissioner, shall schedule a meeting with the Claimant at NRHA headquarters within 15 days of the Commissioner's 30 day review period and attempt in good faith to resolve the Claim, subject to approval by the Executive Committee.

**d.** If the Claim is not resolved to the satisfaction of the Claimant and the Claimant desires to further pursue the Claim, the Claimant shall submit the matter to binding arbitration in accordance with the rules of the American Arbitration Association subject to the following modifications (1) any arbitration hearing shall be held in Oklahoma City, Oklahoma, (2) for Claims where no monetary award is sought or the requested monetary award is less than \$25,000, one arbitrator shall be selected, no formal discovery shall be conducted and the matter shall be determined, without a hearing, by document submission, written briefs and 1 hour oral argument before the arbitrator, (3) for Claims where the monetary award sought is between \$25,000 and \$125,000, one arbitrator shall be selected, discovery shall be limited to document discovery and the arbitration hearing shall be limited to 6 hours, (4) for Claims where the monetary award sought exceeds \$125,000, three arbitrators may be selected, discovery will be limited to document discovery and 1 deposition per party, and any arbitration hearing shall be limited to 8 hours, (5) in no event shall the arbitrator award consequential, exemplary or punitive damages, (6) the parties shall equally bear the arbitration and arbitrator costs associated with the arbitration, (7) each party shall bear their own attorney's fees. Binding arbitration in Oklahoma City, Oklahoma shall be the exclusive remedy of Category III Claims. If a Member files a lawsuit in a court of law or equity in an effort to avoid this Dispute Resolution provision, the Member shall be responsible for the Association's attorney's fees, court costs, and travel expenses of counsel and parties incurred in staying or dismissing such suit.

**Section 1K.** If a Member files suit to dispute a determination of the Executive Committee or Board in a Category I Claim, a determination of the Hearing Body or Executive Committee in a Category II Claim, a determination by NRHA of a rule violation, or an arbitration award in a Category III Claim (collectively “an NRHA Decision”), or otherwise commences any action, whether in law or equity, against the NRHA, such action may not be brought in any courts other than those federal and state courts located in Oklahoma County, Oklahoma. If unsuccessful in any attempt to overturn any NRHA Decision, action, rule or regulation, the Member shall reimburse NRHA for its reasonable attorney fees, court costs and other expenses in connection with its defense of such suit. Further, the Member agrees that any suit involving an NRHA Decision is limited to judicial review to ensure that the rules of Association are lawful, in keeping with public policy, and that any rule interpretations are within the bounds of reason and enforces them uniformly and not arbitrarily.

**Section 1L.** Each Member releases the NRHA from liability and renounces any recourse which such Member may have against the NRHA, its affiliates, associated companies or business entities, officers, directors, employees and members, jointly, severally, individually and in their official capacity, of and from any and all Claims, damages and causes of action whatsoever arising out of or in connection with an NRHA Decision, the enforcement of the NRHA By-laws, rules and procedures contained in the *NRHA Handbook* or any disciplinary decision or action. Each Member agrees that in no event shall the NRHA be liable to a Member for consequential damage, exemplary or punitive damages, or attorney’s fees.

## **E. Animal Welfare and Medications Provisions Applicable to all NRHA Events.**

It is not NRHA’s intention to conflict with rules and regulations of states, provinces or countries in regards to medications. In cases, where NRHA shows are held in states, provinces or countries with medications rules and regulations, the rules and regulations of the state, province or country take precedence.

### **Section 1. Testing**

(a) All horses entered in an NRHA approved class that meet the criteria of the NRHA Animal Welfare and Medications Policies are subject to examination by a licensed veterinarian who must be approved by NRHA. Said approved veterinarian may appoint a technician to perform certain duties under this rule. The examination may include physical, urine, blood tests and/or any other test or procedure at the discretion of said veterinarian necessary to effectuate the purposes of this rule.

(b) Persons responsible for a horse being tested who are not able to accompany NRHA drug testing person-

nel and the horse to the location where sample collection is to take place, to act as witness to the collection and sealing of blood and urine samples, and to sign the drug collection documents in the appropriate places as witness, must appoint an agent to do so. The absence of such a witness shall constitute a waiver of any objection to the identification of the horse tested and the manner of collection and sealing of the samples.

(c) Upon the collection of a sufficient number of tubes of blood from the horse, the tubes shall be divided into two groups. One group shall be labeled and identified as Blood Sample A, and the other as Blood Sample B, and they shall be sealed accordingly. Upon the collection of a sufficient volume of urine from the horse, a portion of the sample shall be poured into a second urine sample container. One container shall be labeled and identified as Urine Sample A, and the other as Urine Sample B, and they shall be sealed accordingly. These procedures shall be performed whether or not the person responsible or his/her appointed witness is present as provided for in Section 1(b) above.

(d) In the event reasonable attempts at sample collections from the horse do not provide a sufficient number of tubes of blood or a sufficient volume of urine to be divided, labeled, and identified as Samples A and B, as determined by the testing veterinarian and/or technician, the sample(s) obtained (if obtained) shall be labeled and identified as Sample(s) A only, and it shall be recorded in the records of the Animal Welfare and Medications Program that the corresponding Sample(s) B does (do) not exist, in which event the obtained Sample(s) shall be subject to testing.

## **Section 2. Cooperation**

(a) Cooperation with the veterinarian and/or his agent(s) includes:

- i. Taking the horse and the veterinarian and/or his agent(s) immediately to the location selected by said veterinarian and/or agent(s) for testing the horse and presenting it for testing.
- ii. Assisting the veterinarian and/or his agent(s) in procuring the sample promptly, including but not limited to removing equipment from the horse, leaving it quietly in the stall and avoiding any distractions to it. Schooling, lengthy cooling out, bandaging and other delays of this type shall be construed as noncooperation.

## **Section 3. Responsibility and Accountability of Person(s) Responsible**

(a) A person responsible is defined as any adult or adults who has or shares the responsibility for the care, training, custody, condition, or performance of a horse whether said person be a trainer, owner, rider, agent and/or coach. Where a minor exhibitor has no person responsible, then a parent, guardian or agent or representative

thereof assumes responsibility.

**(b)** The person(s) responsible in the absence of substantial evidence to the contrary are responsible and accountable under the penalty provisions of these rules:

**i.** for the condition of a horse at an NRHA approved event and

**ii.** to know all of the provisions of General Rules and Regulations (G) (including any advisories or interpretations published in the *NRHA Reiner*) and all other rules and regulations of the NRHA and the penalty provisions of said rules. For purposes of this rule, substantial evidence means affirmative evidence of such a clear and definite nature as to establish that said person responsible, or any employee or agent of the person responsible, was, in fact, not responsible or accountable for the condition of the horse. If any person responsible is prevented from performing his or her duties, including responsibility for the condition of the horses in his or her care, by illness or other cause, or is absent from any NRHA approved event where horses under his or her care are entered and stabled, he or she must immediately notify the event secretary and, at the same time, a substitute must be appointed by the person responsible and such substitute must place his or her name on the entry blank forthwith. Such substitution does not relieve the regular person responsible of his/her responsibility and accountability under this rule; however, the substitute person responsible is equally responsible and accountable for the condition of such horses.

**(c)** The person responsible and owner acknowledge that the person responsible represents the owner regarding horses being trained or managed, entries, scratches for any reason and any act performed on any horse under the care and custody of the person responsible.

**(d)** In the case of a horse competing under the Therapeutic Substance Provisions, any person responsible or other person subject to these rules who actually administers, attempts to administer, instructs, aids, conspires with another to administer or employs anyone who administers or attempts to administer a forbidden substance to a horse which might affect the performance of said horse at an event approved by the NRHA without complying with Section 8 of the Animal Welfare and Medications Provisions, is subject to the penalties provided in the Animal Welfare and Medications Policies.

**(e)** Any person(s) responsible or person subject to these rules who administers, attempts to administer, instructs, aids, conspires with another to administer or employs anyone who administers or attempts to administer any substance to a horse by injection or by any other route of administration, whether the substance is forbidden or permitted, at an event licensed by the NRHA, wheth-

er it be during a scheduled class in the competition ring, practice arenas, alleys leading into the arenas or any other public areas of the show grounds, is subject to the penalties provided in Section 5.

(f) Unless administered in a life-saving situation which should be done based on consultation with a veterinarian.

#### **Section 4. Results, Confirmatory Analysis, and Retest**

(a) Blood and urine samples labeled and identified as Samples A shall be subjected to chemical analysis by a laboratory with which NRHA has contracted for its services. Blood and urine samples labeled and identified as Samples B shall be stored securely, unopened, at the contracted laboratory, to be used in the event that a confirmatory analysis shall be required.

(b) In the event the chemical analysis of Blood or Urine Sample A is negative, i.e., no forbidden substance or any metabolite or analogue thereof is found to be present in the sample, the corresponding Blood or Urine Sample B shall be destroyed by the laboratory.

(c) In the event the chemical analysis of Blood or Urine Sample A is positive, i.e., a forbidden substance or any metabolite or analogue thereof is found to be present in the sample, this shall be prima facie evidence that the forbidden substance was administered in some manner to said horse, whether intentionally or unintentionally, or otherwise was caused to be present in the tissues, body fluids or excreta of the horse at the event, whether intentionally or unintentionally, such that the person(s) responsible deemed responsible and accountable for its condition is (are) liable under the provisions of Section 3.

(d) In the event the chemical analysis of Blood or Urine Sample A is positive, and upon the issuance of Notices of Charge to persons deemed responsible and accountable under the rules, a person charged who requests a confirmatory analysis of the corresponding Blood or Urine Sample B must make the request in writing to NRHA Counsel, and it must be received within 15 days of the date of the Notice of Charge.

(e) The confirmatory analysis of the corresponding Blood or Urine Sample B shall be performed by a drug testing laboratory that must be mutually agreed upon by the person charged who requests the confirmatory analysis and NRHA Counsel, which laboratory must have demonstrated proficiency in performing the necessary confirmatory analysis, provided the corresponding Blood or Urine Sample B exists and is of sufficient volume to permit a confirmatory analysis. In the event the drug testing laboratory that analyzed Sample A is the only laboratory that has demonstrated proficiency in performing the necessary confirmatory analysis, as determined by NRHA Counsel, this laboratory shall be the only laboratory to which NRHA Counsel shall agree to perform the confirmatory analysis of the corresponding Sample B. Upon the completion of the confirmato-

ry analysis, the laboratory performing the confirmatory analysis shall forward its findings and supporting data to all parties.

**(f)** In the event no agreement is reached as to a laboratory as required in Section 4(e) above, and the person charged who requests the confirmatory analysis does not revoke his/her request, the confirmatory analysis of the corresponding Blood or Urine Sample B shall be performed by the contracted laboratory as determined by NRHA Counsel, which laboratory shall forward its findings and supporting data to all parties. Both the results of the analysis of Sample A (and supporting data) and the results of the confirmatory analysis of the corresponding Sample B, if any (and supporting data, if any), shall be admissible as evidence in any hearing or proceeding pertaining to this matter.

**(g)** In the event the corresponding Blood or Urine Sample B does not exist, or is of insufficient volume to permit a confirmatory analysis, as determined by NRHA Counsel, and there exists a remaining aliquot of Blood or Urine Sample A which is of sufficient volume to permit a retest, as determined by NRHA Counsel, a person charged who requests the retest of Blood or Urine Sample A must make the request in writing to NRHA Counsel, and it must be received within 7 days of the determination that the corresponding Blood or Urine Sample B does not exist or is of insufficient volume to permit a confirmatory analysis.

**(h)** Any requested re-test of the remaining aliquot of Blood or Urine Sample A, provided it is of sufficient volume to permit a retest, shall be performed by the contracted laboratory as determined by NRHA Counsel.

**(i)** The retest of the remaining aliquot of Blood or Urine Sample A may be witnessed by a Witnessing Analyst appointed by the person charged who requests such analysis at the same time as the retest is requested. The Witnessing Analyst must be a qualified analytical chemist employed by an equine drug testing laboratory. If no Witnessing Analyst is appointed by the person requesting the retest, or if the Witnessing Analyst is unavailable within a reasonable time, the requested retest of the remaining aliquot of Blood or Urine Sample A shall proceed without the Witnessing Analyst.

**(j)** In the event the Witnessing Analyst appointed by the person requesting the retest of the remaining aliquot of Blood or Urine Sample A is satisfied that the positive result is correct, NRHA Counsel must be informed immediately by fax with confirmation by letter.

**(k)** In the event the Witnessing Analyst is not satisfied that the result of the retest of the remaining aliquot of Blood or Urine Sample A is correct, NRHA Counsel must be informed immediately by fax followed by a written report setting forth the basis for the Witnessing Analyst's opinion. Copies of the original and subsequent results

and supporting analytical data must be submitted to the NRHA as part of the hearing record in the case, for resolution by it of any and all issues regarding the original analysis of Blood or Urine Sample A and the retest of the remaining aliquot of Blood or Urine Sample A.

**(l)** By requesting the confirmatory analysis of the corresponding Blood or Urine Sample B, or the retest of the remaining aliquot of Blood or Urine Sample A, or by requesting that the retest be witnessed by a Witnessing Analyst, the person charged who makes such request(s) agrees to and must pay any and all fees, costs and expenses relating to the confirmatory analysis or the retest, whether it is performed by a mutually agreed upon laboratory, by the contracted laboratory upon the presentation of an invoice by NRHA Counsel, and any and all fees, costs, and expenses relating to the Witnessing Analyst.

**(m)** If the chemical analysis of the sample taken from such horse indicates the presence of a forbidden substance or any metabolite or analogue thereof and all the requirements of Section 8 have been fully complied with, the information contained in said Medications Report Form and any other relevant evidence will be considered by NRHA in determining whether a rule violation was committed by any person(s) responsible or accountable for the condition of the horse under the provisions of this rule.

**(n)** When a positive report is received from the chemist identifying a forbidden substance, or any metabolite or analogue thereof, a hearing will be held in accordance with General Rules and Regulations (D) and the Animal Welfare and Medications Policies with the Medications Hearing Panel serving as the hearing body and the Executive Committee serving as the appeal body. No person responsible or accountable for the condition of said horse, will be suspended, or a horse barred from competition, until after an administrative penalty has been assessed or after the conclusion of a hearing and a written ruling thereon has been made.

**(o)** The owner or owners of a horse found to contain a forbidden substance or any metabolite or analogue thereof may be required to forfeit all prize money, sweepstakes, added money and any trophies, ribbons and "points" won at said event by said horse and the same will be redistributed accordingly. If, prior to or at a hearing, NRHA as the charging party, determines that one or more persons, not previously charged as a person responsible should also be charged as a person responsible, then, upon application by NRHA, the Medications Hearing Panel may, in its discretion, continue or adjourn the hearing, in whole or in part, to permit a new or amended charge to be issued (unless the person(s) to be charged waive notice).

**(p)** A person responsible of a horse found to contain such forbidden substance or any metabolite or ana-

logue thereof is subject to whatever penalty is assessed by the Medications Hearing Panel, as provided by the Animal Welfare and Medications Policies. Said person responsible may be fined and may be suspended from all participation in NRHA approved events as outlined in the Animal Welfare and Medications Policies. In determining an appropriate penalty under these rules, the Medications Hearing Panel may take into account such factors and circumstances as it may deem relevant, including but not limited to:

- i. the pharmacology of the forbidden substance,
- ii. the credibility and good faith of the person charged or of other witnesses,
- iii. penalties determined in similar cases, and
- iv. past violations of any NRHA rules (or the lack thereof).
- v. reliance upon the professional ability or advice of a veterinarian who is a licensed graduate of an accredited veterinary school and who is in good standing in the state, province or country in which he/she primarily practices.

#### **Section 5. Management Procedures**

(a) Testing fees will be applied as described in the NRHA Animal Welfare & Medications Policy and NRHA European Region Animal Welfare & Medications Policy.

(b) Show management must forward to NRHA a sum representing the above fee times the number of horses entered in the nonexempt classes of the event, plus the number of horses scratched where the fee is not refunded.

(c) Event management must cooperate with the veterinarian and/or his agents.

#### **Section 6. Interpretations of the NRHA Animal Welfare and Medications Rule and its Application to Particular Substances.**

Trainers, persons responsible and/or owners who seek advice concerning the interpretation and application of this rule should not rely solely upon interpretations or advice by private or event veterinarians, event officials, event personnel, or other persons, but should also obtain verification of any such interpretations or advice from the NRHA Animal Welfare and Medications Program office. Any trainer, person responsible or owner who is uncertain about whether this rule applies in any given situation would be well advised to withdraw the affected horse from competition until such time as the NRHA Animal Welfare and Medications Program office has been consulted.

#### **Section 7. Equine Medications, The Therapeutic Substance Provisions**

(a) No horse competing in an event approved by NRHA is to be shown in any class (see also Section 1 (a), last sentence) if it has been administered in any manner or otherwise contains in its tissues, body fluids or excreta a forbidden substance except as provided in Section 8. For

purposes of this rule, a forbidden substance is:

- i.** Any stimulant, depressant, tranquilizer, local anesthetic, psychotropic (mood and/or behavior altering) substance, or drug which might affect the performance of a horse (stimulants and/or depressants are defined as substances which stimulate or depress the cardiovascular, respiratory or central nervous systems), or any metabolite and/or analogue of any such substance or drug, except as expressly permitted by this rule.
- ii.** Any corticosteroid present in the plasma of the horse other than dexamethasone (see Section (e)(ii)).
- iii.** Any nonsteroidal anti-inflammatory drug in excess of two present in the plasma or urine of the horse (Section 8 does not apply); exception: salicylic acid and topical use of diclofenac (Surpass) is permitted in addition to two additional nonsteroidal anti-inflammatory drugs.
- iv.** Any substance (or metabolite and/or analogue thereof) permitted by this rule in excess of the maximum limit or other restrictions prescribed herein.
- v.** Any substance (or metabolite and/or analogue thereof), regardless of how harmless or innocuous it might be, which might interfere with the detection of any of the substances defined in (i), (ii), (iii) or (v) or quantification of substances permitted by this rule.
- vi.** Any anabolic steroid.

**(b)** EXHIBITORS, OWNERS, TRAINERS, PERSONS RESPONSIBLE AND VETERINARIANS ARE CAUTIONED AGAINST THE USE OF MEDICINAL PREPARATIONS, TONICS, PASTES, AND PRODUCTS OF ANY KIND, THE INGREDIENTS AND QUANTITATIVE ANALYSIS OF WHICH ARE NOT SPECIFICALLY KNOWN, AS MANY OF THEM MAY CONTAIN A FORBIDDEN SUBSTANCE.

**(c)** The full use of modern therapeutic measures for the improvement and protection of the health of the horse is permitted unless:

- i.** The substance administered is a stimulant, depressant, tranquilizer, local anesthetic, drug or drug metabolite which might affect the performance of a horse or might interfere with the detection of forbidden substances or quantification of permitted substances; or
- ii.** More than two nonsteroidal anti-inflammatory drugs are present in the plasma or urine of the horse (Section 8 does not apply); exception: salicylic acid and topical use of diclofenac (Surpass) is permitted in addition to two additional nonsteroidal anti-inflammatory drugs; or
- iii.** The presence of such substance in the blood or urine sample exceeds the maximum limit or other restrictions prescribed herein below.

**(d)** Restrictions concerning the nonsteroidal anti-inflammatory drugs are as follows:

- i.** The maximum permitted plasma concentration of diclofenac is 0.005 micrograms per milliliter.

- ii. The maximum permitted plasma concentration of phenylbutazone is 15.0 micrograms per milliliter.
  - iii. The maximum permitted plasma concentration of flunixin is 1.0 micrograms per milliliter.
  - iv. The maximum permitted plasma concentration of ketoprofen is 0.250 micrograms per milliliter.
  - v. The maximum permitted plasma concentration of meclufenamic acid is 2.5 micrograms per milliliter.
  - vi. The maximum permitted plasma concentration of naproxen is 40.0 micrograms per milliliter.
  - vii. The maximum permitted plasma concentration of firocoxib is 0.240 micrograms per milliliter.
  - viii. Upon the approval of eltenac by the FDA, the maximum permitted plasma concentration of eltenac is 0.1 micrograms per milliliter.
  - ix. A maximum of two substances listed in (i) through (vii) above are permitted to be present in the same plasma or urine sample (Section 8 does not apply); exception topical use of diclofenac (Surpass) is permitted in addition to two additional nonsteroidal anti-inflammatory drugs.
  - x. Phenylbutazone and flunixin are not permitted to be present in the same plasma or urine sample (Section 8.a.xi. does not apply).
  - xi. Any nonsteroidal anti-inflammatory drug not listed in (i) through (vii) above is forbidden to be present in the plasma or urine sample (Section 8 does not apply); exception: salicylic acid.
  - xii. Any nonsteroidal anti-inflammatory drug that becomes approved for use in horses can be added to the list of those permitted, after the completion, review and approval of the needed research.
- (e) Restrictions concerning other therapeutic substances are as follows:
- i. The maximum permissible plasma concentration of methocarbamol is 4.0 micrograms per milliliter.
  - ii. The maximum permitted plasma concentration of dexamethasone is 0.003 micrograms per milliliter.
- (f) Thresholds for substances of possible dietary origin are as follows:
- i. The maximum permissible urine concentration of theobromine is 2.0 micrograms per milliliter.

### **Section 8. Conditions for Therapeutic Administrations of Forbidden Substances**

(a) A horse exhibiting at an NRHA approved event pursuant to the Therapeutic Substance Provisions that receives any medication which contains a forbidden substance is not eligible for competition unless all of the following requirements have been met and the facts are furnished in writing on a timely-submitted official Medications Report Form:

- i. The medication must be therapeutic and necessary for the diagnosis or treatment of an existing illness or injury. Any person responsible who is uncertain about whether a particular purpose is

- considered to be therapeutic would be well advised to consult his/her veterinarian or testing laboratory.
- ii.** The horse must be withdrawn from competition for a period of not less than 24 hours after the medication is administered.
  - iii.** The medication must be administered by a licensed veterinarian in good standing, or, if a veterinarian is unavailable, only by the trainer/person responsible pursuant to the advice and direction of a veterinarian.
  - iv.** Administration of a forbidden substance for non-therapeutic or optional purposes (such as, by way of example only, shipping, clipping, training, turning out, routine floating or cleaning of teeth, non-diagnostic nerve blocking, uncasting, mane pulling or non-emergency shoeing) is not considered to be therapeutic. Medications are permissible if administered prior to 24 hours prior to competition and is declared on a timely-submitted official Medications Report Form. (see Animal Welfare and Medications Policies for details on permissible therapeutic medications).
  - v.** Identification of medication—the amount, strength and route of administration.
  - vi.** Date and time of administration.
  - vii.** Identification of horse, its name, age, sex, color and entry number.
  - viii.** Diagnosis and reason for administration.
  - ix.** Statement signed by person administering medication.
  - x.** Medications Report Form filed with the Show Steward or Show Representative within one hour after administration or one hour after the Show Steward or Show Representative returns to duty after competition resumes if administration is at a time other than during competition hours.
  - xi.** The Show Steward or Show Representative must sign and record the time of receipt on the Medications Report Form.
  - xii.** Flunixin (Banamine) is a quantitatively restricted medication that may be used conditionally as a third NSAID and/or in addition to phenylbutazone to treat colic or ophthalmic emergencies only under the actual observation of event management (or designated representative) and/or official event veterinarian, either of which must sign the medication report form, to aid in instances of colic. A Medications Report Form must be filed with event management as required in this rule.
  - xiii.** Lidocaine/Mepivacaine: Is a conditionally permitted medication that may only be used within 24 hours of competition under actual observation of event management (or designated representative) and/or the official event veterinarian, either of which must sign the medication report form, to aid in the

surgical repair of minor skin lacerations which, due to their very nature, would not prevent the horse from competing following surgery. Treatments include, but are not limited to, repair of heel bulb. A Medication Report Form must be filed with the event management as required in this rule.

**(b)** Where all the requirements of Section 8 have been fully complied with, the information contained in said Medications Report Form and any other relevant evidence will be considered by the NRHA in determining whether a rule violation was committed by any person(s) responsible or accountable for the condition of the horse under the provisions of this rule.

**NOTE:** The official Medications Report Form is available from the officiating Show Steward, Show Representative and/or Show Secretary. All required information must be included when filing a report. Failure to satisfy and follow all the requirements of this Rule and to supply all of the information required by such Medications Report Form is a violation of the rules. The Show Steward/Show Representative must report any known violations of this Rule to the NRHA for such further action as may be deemed appropriate.

*If you have questions on medications, dosages, withdrawal times, or the like, please call the U.S. Equestrian Medications Hotline at 1-800-633-2472.*