

## GENERAL RULES AND REGULATIONS

### A. Rule Change Procedures

**Section 1.** Rule change submissions that 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. A member in good standing is an individual or entity that has fully paid all applicable membership dues, completed all necessary paperwork, and does not currently have any disciplinary sanctions on their record.

Section 2. Only the Board can vote on and pass a rule change. The Board may make changes to General Rules and Regulations as it deems necessary and in the best interest of the Association.

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 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* and NRHA policies and procedures, 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 6.** 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. Disciplinary Procedures for Rule Violations

**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 be-

tween the Association and its members. Any Member may be disciplined, fined, or have his/her membership revoked or suspended in accordance with the discretion granted to the NRHA Board or Executive Committee by the NRHA Bylaws or otherwise in accordance with the *Handbook* or these procedures for rule violations. The Board or Executive Committee, in their respective discretion, may deny membership privileges to any individual or entity and/or deny access to showgrounds to any non-member if they feel it is in the best interest of the Association and its members.

Any member who files an official Grievance with NRHA must identify the most appropriate rule violation of the accused. Failure to do so may so will result in automatic dismissal of the Grievance if a rule violation is not identifiable.

The NRHA has authority to apply these disciplinary procedures for any violations of the *NRHA Handbook*, Bylaws, and other policies and procedures found within the Corporate Record Book. Grievances involving conduct at NRHA approved events shall take precedence. NRHA does not accept Grievances relating to private disputes involving members or that occur on private property unless the circumstances directly implicate the violation of an NRHA rule. The NRHA Corporate Record Book includes all resolutions, policies, and procedures and can be found online in ReinerSuite.

**Section 1A.** For purposes of these procedures, 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 “**Show**” refers to any NRHA approved event where horses are shown, (iii) The term “**Protestor**” refers to the Member who files an official Grievance under these rules. (iv) The term “**Accused**” refers to the Member who is the subject of a filed Grievance.

**Section 1B.** To the extent any provision in the Bylaws, the *Handbook* or NRHA Corporate Record Book is ambiguous or subject to a reasonable dispute over its meaning, the Association, through its Executive Committee, has the right to interpret the provision and such interpretation shall be binding on all members of the Association.

**Section 1C.** Every Member is subject to, and agrees to be bound by, the Bylaws, the *Handbook*, the Corporate Record Book and these procedures for rule violations. No member in good standing may be denied entry to an NRHA approved class or showgrounds unless disciplinary action has been taken and/or they are deemed ineligible based on current policy. In rare instances, NRHA Show Management may deny an individual if it is deemed necessary for the safety and welfare of the event, exhibitors, and staff but they must contact NRHA immediately. NRHA recognizes that private facilities reserve the right to control who is allowed on their grounds and NRHA does not get involved in private disputes.

**Section 1D.** Any claim asserted by a Member against the Association or arising from or under the Bylaws or *Hand-*

*book* shall be subject to these procedures and, if asserted against the Association or its directors, officers, staff or representatives, shall be the Member's exclusive remedy and recourse for any Claim.

**Section 1E. 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 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 of whether or not it appears that a violation occurred, and whether or not the potential violation occurred.

1. If it is determined that a violation likely occurred, the matter shall be submitted to the NRHA Hearing Body pursuant to the Disciplinary Procedures set forth below.

2. In matters involving egregious conduct, if the Executive Committee 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 pursuant to these procedures.

3. Violations include but are not limited to:

a. **Medications Violations:** Any violation of the medication rules and regulations of the *NRHA Handbook* and *NRHA Animal Welfare & Medications Policy* do not require an official filed Grievance but will proceed with the process as outlined. The Accused have the right to appeal adverse determinations as outlined.

b. **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.

c. **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.

d. **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.

**e. Code of Ethics Violations:** Any member, or individual who holds a leadership position within NRHA who has a signed code of ethics on file or falls under the requirement of adherence of said document or any future groups who are required to have a signed code of ethics on file is subject to discipline for failure to adhere to their code of ethics.

**f. Court of Law Conviction:** of a Member of animal abuse or crime involving moral turpitude (under municipal, county, state or federal law – or similar law applicable to international members) 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.

**g. Reciprocity:** The Executive Committee may accept disciplinary rulings pertaining to unsportsmanlike conduct, 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.

**h.** The malicious or frivolous submission of a Grievance to the NRHA is a violation.

**i.** Any Member interfering with, or attempting to influence the outcome of a investigation, arbitration, hearing and/or appeal 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 or Hearing Body.

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

**k.** 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).

**i.** 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).

**ii.** If a suspended or revoked 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 event 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 suspension on that Member. Additionally, show management's future Show approvals may be denied.

**iii.** A suspended Member will lose all privileges (such as Professionals, Non Pro, Judges, etc.) for the duration of the suspension.

**iv.** Any member currently on probation, including medications probation who is found to be in violation of any additional rule, regulation, bylaw, policy, procedure or any terms and conditions of

their probation, will automatically be temporarily suspended and be required to attend a hearing and be subject to additional disciplinary action

**v.** Any suspended or temporary suspended member or nonmember, is prohibited from being present at any NRHA approved events and showgrounds.

Showgrounds are defined as, but not limited to, any arena, warm up pens, stands/seating, stalling/barns, booth/tradeshow space, and any other facilities being utilized by the event. The ban will be in place for the duration of the suspension. Failure to abide by this rule will result in further disciplinary action.

**a.** Reinstatement Guidelines. If a member or nonmember was suspended for failure to pay, that person may re-apply for membership by fulfilling all outstanding obligations, paying all applicable membership fees as well as the the reinstatement fee and will be subject to approval by the Executive Committee.

After fulfilling the period of suspension, all other suspended Members or nonmembers must (i) pay all outstanding financial obligations to NRHA, (ii) pay a fee, in addition to regular membership application fees, to reinstate membership, (iii) make a written request to the Executive Committee to regain membership status and privileges (Professionals, Non Pro, Judges, Show Secretaries, Stewards, etc.) 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. Procedures for Filing an Official Grievance:**

**1.** A Member who believes (i) that the conduct of another Member at an NRHA approved event warrants disciplinary action, or (ii) a violation of an NRHA rule, regulation or policy has occurred may file an official Grievance with the NRHA Office.

**2.** Deadlines for Filing: An official Grievance shall be filed within fifteen (15) days of the incident or alleged violation or within fifteen (15) days from the date that the protesting Member gained knowledge of the incident or violation. Postmarks and tracking numbers for mailings will not be accepted for any deadline. Notwithstanding these deadlines, the Association, in its discretion, may initiate an official Grievance or act on incidents or alleged violations at any time if the Com-

missioner, Executive Committee, or other designated NRHA staff 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 Official Grievance and Filing Fee:** An Official Grievance shall include: (i) the name of the Accused, (ii) the date and location 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) the filing fee (except where the filing fee does not apply). Failure to cite a rule, regulation, or policy that was allegedly violated with no clear violation that can be identified will result in automatic dismissal of the Grievance.

**a.** The filing fee does not apply to Protests filed by (i) the Association, NRHA staff, (ii) an NRHA committee or committee chair, (iii) a Show steward, Show Manager, Show Secretary 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, or (v) an Officer of an official NRHA Affiliate submitting on behalf of the entire affiliate.

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

**4. Receipt of Grievances.** The Commissioner (or a staff member or Legal Counsel designated by the Commissioner) shall receive all filed Grievances. Upon receipt of an official Grievance, the Commissioner or designee shall determine if the Grievance was timely filed (or falls within a filing deadline exception) and complete. The Commissioner or designee may, in his/her sole discretion, reject or decline to act on any untimely filed Grievance. If it is determined that the Grievance is complete and proper, the Commissioner (or designee) will (i) collect evidence from the Accused and witnesses identified and develop an "Official Record," and (ii) if it appears clear that a violation of an NRHA rule has likely occurred and that the violation or action of the Accused justifies a hearing before the full Hearing Body, submit the Grievance to the full Hearing Body for a hearing before the full Hearing Body as provided below.

- a. Evidence, statements and documents pertaining to a pending Grievance shall be treated as confidential. In the event it is determined that the Accused has breached confidentiality, additional sanctions will be issued.

**5. Decision to Advance to Hearing Body.** If the Commissioner (subpart 5), Counsel, or other designated Staff determine that the Grievance should be advanced to the Hearing Body, 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. The accused may be given the opportunity to choose their hearing date based off options provided, but they may not choose a date and time of their own.

- a. The Commissioner or designee may offer to settle the Grievance with the Accused based on the totality of the Record. 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 and binding with no opportunity to appeal.

**6. Composition of Hearing Body.** The Hearing Body shall consist of a pool of at least ten (10) individual NRHA members or industry professionals who are appointed and approved by the executive committee. Each individual hearing will consist of five (5) members selected from within the pool with at least two individuals representing the accused's peer group (i.e. Professional, Non Pro, Judge, etc.) NRHA Legal Counsel and/or NRHA Designated Staff will select the five individuals for the Hearing Body based upon availability, conflicts of interest, and the accused's peer group. At least one member of the Hearing Body will be a licensed veterinarian for all medication hearings. Executive Committee members are not eligible to serve on the hearing body because they serve as the official appeal body.

- a. Each Hearing Body member shall serve a two (2) year term with alternating terms so all members do not rotate off at the same time.
- b. The Executive Committee 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 Executive Committee to serve a subsequent term. No term limits apply.

**7. Authority of Hearing Body.** When a Grievance



is submitted to the Hearing Body, the Hearing Body shall conduct all further disciplinary proceedings with regard to the Grievance 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.

**8. 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 or electronically via a video conferencing platform.

**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. The Protestor and Accused shall have the opportunity to appear at the hearing, with or without legal counsel of their choosing, to present evidence and testimony, and to hear and refute any evidence offered. No other representatives, proxy, or witnesses are permitted to attend the Hearing unless the accused is a youth member in which only a parent or legal guardian is permitted to attend in addition to Counsel.

**e.** If the accused does not attend the Hearing, there will be no opportunity to reschedule and the Hearing Body will proceed with issuing an official determination based on the Record.

**f.** 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 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.

**9. Hearing Body Determinations.**

**a.** After conducting the hearing, the Hearing Body shall make a determination based on the totality of 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 violations, penalties, discipline and conduct of the Accused will be considered by the Hearing Body in determining whether sanctions are applicable.

**b.** If the Hearing Body determines that sanctions and/or penalties 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 extended for the duration the requirement has not been fulfilled. Failure to pay any required fine will follow normal failure to pay procedures including but not limited to being sent to a collections agency.

**f.** After fulfilling all disciplinary obligations, that person may reapply for membership, pay all applicable fees, 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.

**g.** When a member is disciplined or sanctioned, the Hearing Body's findings and determination will be presented to the Board of Directors information regarding the discipline or sanction is to be published on the appropriate disciplinary list which will appear in ReinerSuite and/or NRHA webpages. Medication violations will be published based upon the penalty chart (please see the official NRHA Animal Welfare & Medications Policy). Youth member names will not be published. Publication will remain until the probationary period has successfully been completed and no further violations have occurred.

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

**i.** Unless an appeal is timely filed by the accused, all sanctions of the Hearing Body will immediately be applied and enforced. Any fines will be required to be paid within the designated timeframe or within regular association accounting practices.

**10. Appeal of Hearing Body Determination.** An aggrieved party who is sanctioned or penalized 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. Postmarks and/or tracking numbers for mailings will not be accepted. A letter of concern or reprimand is not appealable and will remain on the official member record.

**a.** Payment of the appeal must be remitted to NRHA with the written request for the appeal to be considered complete and accepted.

- 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, overturn, or amend the Hearing Body's decision.
- e.** If Executive Committee members are involved in the Grievance or investigation, the remaining executive committee members may appoint a member from the Board to fill any vacancy on the Executive Committee for the purpose of the appeals process.
- f.** The decision of the Executive Committee shall be final and binding, with no further appeals allowed.

### **Legal Claims Against the Association.**

**1.** If a Member desires to assert a legal claim against the Association (or its officers, staff, employees or contractors acting in their capacity as an agent of 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 NRHA 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 by agreement 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 docu-

ment 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, and (8) Oklahoma law shall apply.

In any dispute between a member and the Association involving a decision of the NRHA, the member agrees that the standard for review to be applied in such dispute (by an arbitrator or court of law or equity) shall be "judicial review to ensure that the rules of Association are lawful, in keeping with public policy, and that the application of any rule or rule interpretations are within the bounds of reason and enforces them uniformly and not arbitrarily."

Binding arbitration in Oklahoma City, Oklahoma shall be the exclusive legal remedy for any member who seeks to assert a claim against the Association (or its officers, staff, employees or contractors acting in their capacity as an agent of the Association), contest any decision of the Executive Committee, or contests any decision resulting from the disciplinary procedures for rule violations. If a Member files a lawsuit in a court of law or equity in an effort to avoid arbitration or the disciplinary procedures for rule violations, 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.

Notwithstanding the foregoing, if any member files suit, against the NRHA, such action may not be brought in any court of law other than those federal and state courts located in Oklahoma County, Oklahoma and such court shall apply Oklahoma law. 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.

To the fullest extent allowed by law, 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 the production of any NRHA event or horse show, an NRHA decision, the enforcement of the NRHA Bylaws, rules and procedures contained in the *NRHA Handbook* or NRHA Corporate Record Book, and 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.

### **C. Medications Rules & Regulations.**

All NRHA members must comply with the Association's medications rules, regulations, and Policy (*where applicable, state, provincial, or national regulations regarding equine medications take precedence*). Failure to do so will result in disciplinary action. All horses competing in NRHA approved classes (except for exhibition and para-reining classes) are subject to medications testing.

Full details regarding testing procedures, reporting requirements, penalties, definitions, and enforcement can be found in the current **NRHA Animal Welfare and Medications Policy**, available at [nrha.com/welfare](http://nrha.com/welfare).