

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 con-

duct 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 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 *Handbook* 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/tradeshows 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 Commissioner, 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 (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 Protes-
tor 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 admissi-
bility is determined is whether the evidence is
such that an ordinary prudent person is will-
ing 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 includ-
ing a finding in favor of the Accused, or a find-
ing against the Accused and invoking discipline
(including sanctions) as appropriate. Prior **vio-**
lations, 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 sanc-
tions **and/or penalties** should be rendered
against the Accused, except as provided else-
where 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 sanc-

tions 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 request-

ed 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, 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. Animal Welfare and Medications Provisions Applicable to all NRHA Events.

Effective June 2023, please utilize the digital NRHA Handbook found on nrha.com for the most updated rules and regulations regarding the 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, blood, or other biological sample 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 personnel and the horse to the location where sam-

ple 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 or other biological sample from the horse, the tubes shall be divided into two groups. One group shall be labeled and identified as Sample A, and the other as 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 or volume of the sample 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. Failure to cooperate with the NRHA testing veterinarian, technicians, staff, or any member of the testing team will result in an automatic Unsportsmanlike Conduct protest in accordance to Section D. Dispute Resolutions.

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 repre-

sentative 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 prohibited "banned" or conditionally permitted 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 prohibited “banned”, conditionally permitted, or permitted, at an event licensed by the NRHA, whether 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. Please see the current NRHA Animal Welfare and Medications Policy for testing procedures and penalty application.

(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) Samples labeled and identified as Samples A shall be subjected to chemical analysis by a laboratory with which NRHA has contracted for its services. 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 Sample A is negative, i.e., no prohibited substance or any metabolite or analogue thereof that is in violation of this rule is found to be present in the sample, the corresponding Sample B shall be destroyed by the laboratory.

(c) In the event the chemical analysis of Sample A is positive, i.e., a prohibited substance or any metabolite or analogue thereof that is in violation of this rule is found to be present in the sample, this shall be prima facie evidence that the prohibited 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 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 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 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 Sample B exists and is of sufficient volume to permit a confirmatory analysis. In the event the drug testing labora-

tory 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 confirmatory analysis, NRHA Counsel 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 Sample B shall be performed by the contracted laboratory as determined by NRHA Counsel, which NRHA Counsel shall forward the 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 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 Sample A which is of sufficient volume to permit a retest, as determined by NRHA Counsel, a person charged who requests the retest of 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 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 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 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 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 Sample A is satisfied that the positive result is correct, NRHA Counsel must be informed immediately with written confirmation.

(k) In the event the Witnessing Analyst is not satisfied

that the result of the retest of the remaining aliquot of Sample A is correct, NRHA Counsel must be informed immediately 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 Sample A and the retest of the remaining aliquot of Sample A.

(l) By requesting the confirmatory analysis of the corresponding Sample B, or the retest of the remaining aliquot of 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 prohibited 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 sample B analysis confirms the presence of a prohibited substance or any metabolite or analogue thereof that is in violation of this rule and the responsible party would like to dispute the results, they may request a hearing with the NRHA Medications Hearing Panel. Should the responsible party still dispute the Hearing Panel's decision, they may request to speak with the NRHA Executive Committee. The NRHA Executive Committee's decision is final. 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. See the NRHA Animal Welfare & Medications Policy for related fees.

(o) The owner or owners of a horse found to contain a substance or metabolite or analogue thereof that is in violation of this rule may be required to forfeit all prize money, sweepstakes, added money and any trophies, ribbons and "points" won in the respective NRHA class(es) for which the horse was tested 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 a substance or any metabolite or analogue thereof that is in violation of this rule 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 substance or any metabolite or analogue thereof that is in violation of this rule,
- 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.

(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. (Exception: European region)

(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 in terms of dosages and withdrawal times should seek the advice of their licensed veterinarian. Trainers, persons responsible and/or owners who seek advice concerning the interpretation and application of the penalty application and testing procedures should contact the NRHA Animal Welfare and Medications department. 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 that clarification can be made.

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 prohibited substance except as provided in Section 8. For purposes of this rule, a prohibited 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. [Exception: romifidine (no exception in the European region). See NRHA Animal Welfare and Medications policy for more information]

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 one present in the plasma of the horse (stacking) (Section 8 does not apply); exception: salicylic acid and topical use of diclofenac (Surpass) is permitted in addition to one additional nonsteroidal anti-inflammatory drug.

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.

For full definitions of substance classifications, please see the NRHA Animal Welfare and Medications policy.

(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 PROHIBITED 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, depres-

sant, tranquilizer, local anesthetic, drug or drug metabolite which might affect the performance of a horse [Exception: romifidine (no exception in the European region). See NRHA Animal Welfare and Medications Policy for more information] or might interfere with the detection of prohibited substances or quantification of permitted substances; or

ii. More than one nonsteroidal anti-inflammatory drug is present in the plasma of the horse (Section 8 does not apply); exception: salicylic acid and topical use of diclofenac (Surpass) is permitted in addition to one additional nonsteroidal anti-inflammatory drug; or

iii. The presence of such substance in the sample exceeds the maximum limit or other restrictions prescribed herein below.

(d) Restrictions concerning the nonsteroidal anti-inflammatory drugs and other permitted substances 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 omeprazole is 10 nanograms per milliliter.

vi. The maximum permitted plasma concentration of furosemide is 10 nanograms per milliliter.

vii. The maximum permitted plasma concentration of firocoxib is 0.240 micrograms per milliliter.

viii. Altrenogest (for use in mares).

ix. For the maximum permitted plasma concentration of isoxsurprine hydrochloride, please reference the NRHA Medications time and dosage guidelines.

x. The maximum dosage of romifidine is 5 mg/mL not less than 30 minutes prior to competition. Please see required medications report form upon use. Please note, romifidine is not allowed for NRHA competition taking place in the European region.

xi. A maximum of one nonsteroidal anti-inflammatory listed in (i) through (x) above are permitted to be present in the same plasma sample (Section 8 does not apply) see NRHA Animal Welfare and Medications Policy for special provision on (x); exception topical use of diclofenac (Surpass) is permitted in addition to one additional nonsteroidal anti-inflammatory drug.

xii. Phenylbutazone and flunixin are not permitted to be present in the same plasma sample (Section 8.a.xii. does not apply).

xiii. Any substance not listed as permitted above but is classified as "prohibited-controlled" is con-

sidered a conditionally permitted substance as long as administration complies with Section 8. If the situation does not fall under Section 8, this is considered a conditionally permitted substance violation. All other substances are considered prohibited “banned” and are forbidden to be present in the plasma sample.

xiv. 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 by the NRHA Board of Directors.

(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 Conditionally Permitted Substances

(a) A horse exhibiting at an NRHA approved event pursuant to the Therapeutic Substance Provisions that receives any medication which contains a conditionally permitted 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.

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. Trainer/person responsible must be able to provide documentation of such direction in case requested.

iv. Administration of a conditionally permitted 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 and will be considered a conditionally permitted substance violation. Conditionally permitted substances 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 further details.

v. Identification of medication—the amount, strength and route of administration.

vi. Date and time of administration.

vii. Identification of horse, its name, (as recorded on NRHA Competition License, otherwise form will be considered void), age, sex, color and entry number.

viii. Diagnosis and reason for administration.

ix. Statement signed by person administering medication.

x. Medications Report Form filed in the Show Office within one hour after administration or one hour after the competition resumes if administration is at a time other than during competition hours.

xi. The Show Office 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 second 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.

NOTE: NRHA will accept Medications Report Forms submitted electronically. This option should be used when possible. The official Medications Report Form is available on the NRHA website (nrha.com/welfare). This form can be submitted at any time prior to competition, but is still under the same time requirements as the paper version. 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 is a violation of the rules.

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. Treat-

ments 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. A Medications Report Form does not guarantee compliance with the rule. All NRHA rules must be followed according to the *NRHA Handbook* and Animal Welfare and Medications Policy.

For additional guidelines, please see the NRHA Animal Welfare and Medications policy at nrha.com/welfare.