

Event Coordinator Agreement

Should AQHA approve Ride Coordinator's proposed Recreational Event, the Event Coordinator, by signing below agrees to the following terms and conditions:

1. **Recreational Event.** This Agreement applies to the Trail Ride or Challenge identified in the Recreational Event Application (**Form A**). The Event Coordinator must be a current member of AQHA in good standing and be age 18 or older.

2. **Site Selection.** Selecting a site is one of the most fundamental parts of hosting a successful trail ride event. By offering a location not normally accessible to recreational riders, an Event Coordinator has already captured their interest. When choosing a location open to the general public, Event Coordinator should add activities that will spark participants' interest to attend the event. Other points to consider in selecting the ideal location:
 - Number of riders and horses the facility will accommodate
 - Proximity to airports, medical facilities and media outlets (usually no more than an hour's drive)
 - Non-public land (e.g. private ranches), which will attract participants
 - Various levels of terrain as to attract all levels of riders
 - Number of restrooms, campground spaces, RV hook-ups and room for portable facilities
 - Plenty of water at the parking area and on the trail for horses and riders
 - Roads accessible by most truck/trailer combinations and all emergency vehicles
 - Sufficient amount of parking for the size of Ride Event being conducted
 - Adjacent areas for registration, meals and entertainment
 - Shelter from inclement weather

It is important that the Event Coordinator distribute accurate and current information about the Recreational Event. As with any recreational activity, many participants plan their vacation months in advance. There are different ways for people to obtain details about the Recreational Event including the ability of interested participants to contact AQHA or an AQHA Affiliate that has information about the event.

Each Event Coordinator is responsible for ensuring that the Recreational Event Application (**Form A**) is completed in a timely matter and returned to AQHA as soon as possible. In order to better serve the Event Coordinator, this form needs to be updated immediately when the Event Coordinator makes changes or additions to the event. Without complete and accurate information, the hotline operators cannot assist the Event Coordinator in distributing information to interested participants.

3. **Event Coordinator's Obligations.** Ride Coordinator agrees to the following:

- (a) **Request to Conduct Recreational Event.** Event Coordinator agrees to submit a properly completed Recreational Event Application (**Form A**) to AQHA at least 90 days prior to the Recreational Event. AQHA, at its sole discretion and review of the circumstances, may waive the above mentioned 90 day prior notice requirement.
- (b) **Approval to Conduct Recreational Event.** Approval of Event Coordinator to conduct Trail Rides is a privilege, not a right, granted or rejected at AQHA's discretion on an annual basis according to continuous evaluation of the Event Coordinator, including but not limited to Event Coordinator's (1) competence and experience in conducting Recreational Event, (2) adherence to applicable Recreational Event rules, regulations and guidelines ("Recreational Event Rules") and (3) service to AQHA members. AQHA will notify Event Coordinator whether or not AQHA has approved Event Coordinator's proposed Recreational Event.
- (c) **Registration / Participant Forms. PRIOR TO A Recreational Event.** Ride Coordinator agrees to require **ALL** Recreational Event participants to sign the AQHA Recreational Event Program Registration Form, Assumption of Risk, Release of Liability and Indemnity Agreement ("Registration/Release Form") and any other documents AQHA deems necessary or convenient for the implementation of Recreational Event. For the purposes of this section, the term Recreational Event participants include individuals who attend a Recreational Event **whether or not they actually participate by riding a horse.**
- The Registration/Release Form to be used by Event Coordinator is attached as **Form C**. Such documents shall be returned to AQHA within ten (10) days of the completion of a Trail Ride. Failure to comply with this rule may result in AQHA disciplinary action, AQHA's decision to not approve future ride events, and/or fines for each day the forms are not received by AQHA.
- (d) **Registration Fees / Schedule / Other Information.** Registration fee(s) will be determined by the Event Coordinator. Sign up time, starting and finishing times, and extra activities and other pertinent information will be posted on AQHA's Web site at Event Coordinator's reasonable requests.
- (e) **Federal, Provincial, State and Local Laws.** Event Coordinator agrees to research and abide by applicable federal, provincial, state and/or local laws applicable to the Recreational Event (e.g. laws, if any, requiring evidence of current negative Coggins, brand inspections, health papers, etc...). Event Coordinator also agrees to research and abide by applicable property owner rules applicable to the Recreational Event. Event Coordinator shall post such laws and rules at the registration area and stalling area and is encouraged to invite local law enforcement to participate.

Furthermore, Event Coordinator agrees to research and implement procedures which will afford Event Coordinator the full legal benefit of equine activity liability legislation/laws, if any, which exist in the jurisdiction in which the Recreational Event will be conducted (e.g. requiring participants to sign waivers containing specific language, posting of signs and equine liability laws containing legal disclaimers at the facility registration area and stalling area, etc...).

(f) Selection and Supervision. Event Coordinator warrants and represents he/she will use reasonable diligence in the furtherance of his/her responsibilities under this Agreement and the implementation of the Recreational Event, including, but not limited to:

(i) selection of responsible personnel to serve as trail masters/trail bosses and other assistants during the Trail Rides; *Only applicable to Trail Ride

(ii) screening participants for adequate riding skills and maintaining control and supervision over them to preserve safety; and

(iii) performing the duties and responsibilities set forth in the Recreational Event Rules.

(g) Event Coordinator. Unless waived by AQHA, Event Coordinator agrees that any Recreational Event conducted by Event Coordinator shall be attended and supervised by the Event Coordinator.

(h) General Rules. In exercising reasonable diligence in adhering to the Recreational Event Rules, Event Coordinator agrees to implement and enforce the General Rules attached at a Trail Ride and post such rules at the event.

(i) Animal Welfare. Event Coordinator must refer to AQHA Rules contained in the AQHA Official Handbook of Rules & Regulations regarding humane treatment of horses. Any type of inhumane treatment to a horse, including, but not limited to, excessive spurring or whipping or excessive jerking of the reins should not be tolerated at Trail Rides or Trail Challenge.

(j) Unsound Horses. No unsound horses will be allowed to ride on a Trail Ride or participate in a Trail Challenge. If a veterinarian is on-site, he/she may evaluate the horse to determine whether it can physically or mentally compete. The Event Coordinator, Recreation Event Host, AQHA Recreational Advisor, and/or AQHA management have the authority to make the final decision regarding whether a horse is physically or mentally capable of competing.

(k) Veterinarian / EMT. It is not a requirement to have a veterinarian on-site, but the Event Coordinator must have one on-call. The telephone number should be posted at the registration desk, and each trail boss should have the number. Additionally, an EMT is not required on-site, but one must be on-call. It is the responsibility of the Event Coordinator to make sure EMT and veterinarian(s) are notified of the event date and time.

- (l) **Reporting Incidents.** In case of an incident at the event, Event Coordinator must notify AQHA Manager of Recreational Activities and Ranching Programs the first business day after the Recreational Event. An Incident Reporting Form is attached as **Form E**. This form needs to be filled out immediately and sent along with the Registration/Release Form previously completed by the individual involved in the incident to AQHA Manager of Recreational Activities and Ranching Programs. AQHA will then forward all the information to the appropriate parties.
- (m) **Drug / Tail Testing.** Event Coordinator agrees to cooperate fully with the AQHA representative, or any organization approved by AQHA, in conducting drug or altered tail testing at a Recreational Event. If notified by an AQHA representative, or any organization approved by AQHA, that testing is to be conducted at a Recreational Event, event management will provide a minimum of three adjoining stalls in a location near the trail head. There will be no charge for these stalls.
- (n) **Promotion.** Event Coordinator will promote Recreational Events with dignity, good taste, and in keeping with the reputation and image of AQHA. All promotional efforts by Event Coordinator shall be completed in a highly professional manner to portray the Recreational Event as a premier equine activity. All promotional activities to be conducted by Event Coordinator under this Agreement will be conducted in a safe and responsible manner and in accordance with all applicable and material local, state, federal and provincial laws and regulations.
- (o) **Promotion of AQHA Corporate Partners.** Ride Coordinator will use reasonable diligence to assist AQHA in the promotion of any of AQHA's corporate partners which are assisting monetarily in AQHA's Recreational Event Programs. Such assistance includes but is not limited to the display at Recreational Event of AQHA Corporate Partner banners, logos and other promotional/informational items as AQHA requests.
- (p) **AQHA Corporate Partners / Sponsors of Trail Rides and Challenges**

(i) **B&W Hitches.** With respect to AQHA Trail Challenges —not AQHA Trail Rides —AQHA has granted official sponsorship status to B&W Hitches. Accordingly, Event Coordinator agrees not to allow any sponsor whose products conflict with B&W Hitches to sponsor and/or be associated with an AQHA Recreational Event.

Trail Challenge coordinators will offer the following sponsor benefits to B&W Hitches at an AQHA sanctioned Trail Challenge

- Display a minimum of one B&W banner for duration of the event, and be in a prominent location. Banner to be provided by AQHA;
- Incorporate a B&W PSA into any announcer scripts; printed by AQHA

(ii) Local Dealers of AQHA Corporate Partners. Dealers of products for the below listed AQHA Corporate Partners may be contacted for local sponsorship of a Recreational Event. Subject to Section 3.(p)(iii) below, such dealers must be given the first right of refusal to co-sponsor a Recreational Event before dealers of products that conflict with AQHA Corporate Partner products ("Conflicting Dealers") are allowed to co-sponsor a Recreational Event.

AQHA Corporate Partners include: B&W Hitches, Bank of America, Adequan, Drysdale's, Farnam, Ford Motor Company, John Deere, Justin Boots, Liberty Mutual, Markel Insurance, Montana Silversmiths, Nutrena, OfficeMax, Professional's Choice, SmartPak, Merial, Tex Tan, Tractor Supply Company, US Rider, Valvoline, WeatherBeeta, Wrangler and Zoetis.

(iii) Conflicting Dealers. Event Coordinator agrees to obtain AQHA's prior written approval before allowing a Conflicting Dealer to co-sponsor a Recreational Event. If AQHA authorizes Event Coordinator to allow a Conflicting Dealer to be associated with and/or sponsor a Recreational Event, Ride Coordinator shall refrain from allowing the Conflicting Dealer's promotional material at the Recreational Event to be more prominent or in larger case print than the presentation of promotional material of AQHA Corporate Partners.

(iv) Other Sponsors. Event Coordinator further agrees to refrain from allowing a third party whose image, objectives, or reputation detracts from the image of AQHA and/or the Affiliate to be associated and/or sponsor a Recreational Event. AQHA shall have the privilege of prior written approval of each of Event Coordinator's proposed sponsors and the format/content of such sponsor's promotional material to be distributed and/or displayed at the Recreational Event.

4. **Default.** Upon default by Event Coordinator of the responsibilities and conditions contained herein, AQHA may, upon written or oral notification of such default, terminate the authority granted herein unless the default is cured to AQHA's satisfaction within the time frame specified by AQHA. Upon termination of such authority, Event Coordinator will immediately: (1) remove (a) all AQHA and AQHA corporate partner logos/promotional material and (b) references to AQHA and AQHA corporate partners as being connected in any manner to the Recreational Event and (2) inform all participants that AQHA's sanction of the Recreational Event has been revoked.
5. **Revocation of Sanction by AQHA.** AQHA may revoke its sanction of a Recreational Event if the Event Coordinator engages in activity detrimental to the interest of AQHA, its programs, policies, objectives and harmonious relationship of its members. Furthermore, AQHA, at any time, reserves the right to revoke its sanction of a Recreational Event if AQHA determines that the AQHA Recreational Event Programs should be discontinued in the best interests of AQHA. In the event AQHA revokes its sanction of the Recreational Event pursuant to this section, Event

Coordinator agree to immediately: (1) remove (a) all AQHA and AQHA corporate partner logos/promotional material and (b) references to AQHA and AQHA corporate partners as being connected in any manner to a Recreational Event and (2) inform all participants that AQHA's sanction of a Recreational Event has been revoked.

6. **Insurance.**

- (a) The Event Coordinator is responsible for collecting and remitting to AQHA \$3.25 per participant in consideration of AQHA obtaining accident, medical, death and dismemberment coverage for participants ("Participant Accident/Medical Insurance").
- (b) Such Participant Accident/Medical Insurance: (1) covers only in excess of any other valid and collectible insurance (including, but not limited to a participant's personal insurance policies); (2) does not cover an individual's horse or personal property; and (3) is limited to \$10,000 in coverage.
- (c) Additional insured's may be added to certain AQHA policies. However, the addition of an additional insured to an AQHA policy is subject to: (1) the Event Coordinator submitting a written request for same; (2) AQHA's insurance carrier's approval and exceptions, if any, to the requested coverage; and (3) AQHA's written approval. Examples of additional insureds include land owner(s) or sponsor(s) of the event.
- (d) Upon written request, proof of insurance will be provided to the Event Coordinator Host in the form of a Standard Certificate of Insurance. Please allow at least 20 days for AQHA to process a request for a Standard Certificate of Insurance.
- (e) By undertaking to provide the benefit described above, AQHA is not assuming control or legal responsibility for the management of the Recreational Event activities, Event Coordinator' actions or inactions in conducting the Trail Rides or Trail Ride participants' actions or inactions.

7. **Independent Contractor.** Event Coordinator understands and agrees that AQHA and its Corporate Partners sponsoring the Recreational Event are neither the insurers nor the guarantors of the safety of the Recreational Event activities and do not assume responsibility for the safety of participants, volunteers, or any other persons engaged in the implementation of the Recreational Event activities or of any third persons, including spectators. In the implementation of the Recreational Event activities, the Event Coordinator is an independent contractor, free from routine control or supervision by either AQHA or any of AQHA's Corporate Partners sponsoring the Recreational Event.

8. **Disclaimer of Responsibility for Participant Safety.** AQHA does not assume responsibility for the safety of participants. As an express condition for granting AQHA's approval of this recreational event, the Event Coordinator accepts full responsibility for condition of the trail premises, including trailhead, exercise area, spectator sections; the conduct and competence of trail

personnel, recreational advisor and other representatives; implementation of recreational activities and events; and all other aspects of this recreational event.

9. **Notices.** All notices, consents, requests and other communications hereunder shall be in writing and shall be sent by hand delivery, by certified or registered mail (return receipt requested), or via express mail as set forth below:

If to Ride Coordinator: To the address specified in Form A

If to AQHA: American Quarter Horse Association
Attn: Recreational Programs
1600 Quarter Horse Drive
Amarillo, Texas 79104
Phone: 806-378-4387
Fax: 806-378-4757
E-mail: bblack@aqha.org

10. **Choice of Law.** This Agreement shall be construed under the laws of the State of Texas. The Parties agree to the exclusive jurisdiction and venue of the courts located in Potter County, Texas.
11. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. **Entire Agreement.** This Agreement shall constitute the entire agreement between the Parties and supersedes all negotiations, representations, warranties, commitments, offers, contracts and writings executed prior to the date hereof. This Agreement may be altered, amended, or modified only by a writing signed by the persons authorized to sign agreements on behalf of AQHA and Event Coordinator.
13. **Assignment.** This Agreement shall be binding upon the Parties hereto and their successors and assigns; however, it may not be assigned by either Party without the prior written consent of the other.
14. **Severability.** If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and, accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
15. **Appendixes.** All Appendixes described in this Agreement shall be deemed to be incorporated in and made a part of this Agreement, except that if there is any inconsistency between this Agreement and the provisions of any Appendix, the provisions of this Agreement shall control. Terms used in an Appendix and also used in this Agreement shall have the same meaning in the exhibit as in this Agreement.

AGREED:

EVENT COORDINATOR:

Signature: _____

Printed Name: _____

Date: _____