UNITED STATES EQUESTRIAN FEDERATION, INC. 2016 OLYMPIC GAMES EVENTING APPLICATION

(Attachment A – to be completed online)

Online Application Instructions

The 2016 Olympic Games Eventing application is only available online at www.usef.org.

Please <u>click here</u> to log into your "My USEF My Way" account. Be sure to have your USEF Membership ID and password available. Once you sign in, click on *High Performance Athletes*, then *2016 Olympic Games Eventing Application* and begin the application process.

Application Deadlines & Fees

Please note the Application paragraph in the Selection Procedures (Page 1, Section I.A.4.c), and be aware that deadlines will be adhered to with <u>no exceptions</u>.

Friday, February 19, 2016

Online Application Deadline and Fee

\$70

February 19, 2016 is the last date an application can be accepted.

Each athlete should list any applicant horses on the application. The following attachments are included in the online application: Attachment A- Application; Attachment C- USEF Code of Conduct; and Attachment D- USEF Risk and Waiver.

Application Confirmation

Upon receipt of your application and fee, you and your horse owner(s) will receive an email confirming the date your application and payment was received. If you do not receive an acknowledgement of your application, IT IS YOUR OBLIGATION to contact USEF to determine if it has been received.

If you have any questions please contact:

Joanie Morris, Managing Director, Eventing

Email: jmorris@usef.org Phone: (859) 225-2052



UNITED STATES EQUESTRIAN FEDERATION, INC. HORSE LOAN AGREEMENT

(Attachment B – to be completed by no later than June 20, 2016)

This agreement sets forth our mutual understandings regarding the loan of the horse(s) to the United States Equestrian Federation, Inc. (USEF) for the
2016 Olympic Games. The loan period shall commence once the horse is named to the Nominated Entry List or Squad for the purpose of competing in the 2016 Olympic Games Eventing Competition until the conclusion of the 2016 Olympic Games Eventing Competition.
It is understood that the horse owner(s) must certify, by signing the USEF application for the above competition, that they have received and read the Selection Procedures for the above competition, and the USOC and USEF Code of Conduct and USEF Release, Assumption of Risk Waiver and Indemnification; that they understand these documents; and that they agree to be bound by them.
It is further understood that as required in the FEI General and Veterinary Regulations, the USEF's duly appointed Chef d'Equipe has final responsibility for general management, schooling, declaration and scratching of entries, the general management and fitness of the horses, and the Team Veterinarian's and other official Team members' observance of FEI Veterinary Regulations .
The USEF and the horse owner(s) understand that under all normal circumstances the horse(s) will be ridden/driven exclusively by
The USEF does not carry insurance on any horses placed in its custody and cannot be responsible for any accident, lameness, illness, or injury that could happen during stabling, training, transportation or competition. You may, of course, maintain your own insurance coverage.
By signing this agreement the horse owner(s) give their full permission to the USEF and its agents to administer medication to their horse(s) in the interest of the horse(s) welfare and well-being during the loan period.
All financial and logistical information for the above competition will be outlined in the Rider/Driver/Vaulter Memorandum which will be circulated to riders/drivers/vaulters and the horse owners prior to the above competition. The USEF assumes no responsibility for salaries or other benefits.
If the opportunity arises for you to sell your horse(s) during the loan period, you agree that the transfer of ownership will not take place until after the expiration of the loan period, unless both the USEF and the new owner(s) consent in writing to the transfer of ownership during the subject to this loan agreement. Furthermore, horse(s) will not be shown for sale during the competition that is the subject of this loan agreement or at any competition or Team training session after the submission of Nominated Entries.
I have read and understand the USEF Horse Loan Agreement. By providing my handwritten or electronic signature below, I acknowledge the aforementioned and agree to be bound by the USEF Horse Loan Agreement and I fully understand and accept my responsibilities as a participant in the 2016 Olympic Games. I further understand and agree that an electronic signature is a legal and binding signature.
Date Signature of Owner(s)
Name of Owner(s)

Mailing Address



UNITED STATES EQUESTRIAN FEDERATION, INC. CODE OF CONDUCT

(Attachment C – to be completed online)

As a United States Equestrian Federation, Inc. (USEF) competitor and/or horse owner, I acknowledge my obligation to uphold and adhere to the highest standards of horsemanship, sportsmanship, and citizenship whenever I am representing my country either in the United States or abroad, whether as a team member, individual competitor, or horse owner, and whether during actual competition or not.

As a horseman, I will place my horse's welfare above all other considerations and faithfully observe both the USEF and the FEI Codes of Conduct.

As a sportsman, I will know and comply with all pertinent rules of USEF as my National Governing Body (NGB), the FEI as the International Governing Body, and, when applicable, the U.S. and International Olympic Committees, and honor the principles of fair play inherent in them. I will place the interests of the team above my own, and respect the decisions of its duly appointed/elected officials, made in the team's best interest.

As a citizen, I will respect the laws of my own country as well as those of foreign countries in which I or my horse(s) may compete. Knowing that as a USEF competitor and/or horse owner I also serve as an Ambassador for my sport, USEF, and my country. I will endeavor at all times to reflect credit on them through my conduct, dress, and behavior.

I clearly acknowledge my responsibility to ensure that my employees who accompany me whenever I am competing and/or representing my country also abide by this Code of Conduct.

I understand and accept that serious or repeated transgressions of these Codes may be grounds for suspension from a squad or team, or other appropriate disciplinary action. In addition, I agree to abide by selection procedures established by USEF wherever applicable.

Finally, I fully understand that entries will not be made until this application form is signed and completed in full and that this application indicates my intent to compete. Failure to participate may result in disciplinary action on USEF by the FEI. I agree to reimburse all fines imposed by the FEI on USEF for failure to participate in the competitions entered and agree to honor all other penalties including possible and further disciplinary action.

I have read and understand the USEF Code of Conduct. By providing my handwritten or electronic signature below, I acknowledge the aforementioned and agree to be bound by the USEF Code of Conduct and I fully understand and accept my responsibilities as a participant in the 2016 Rio Olympic Games. I further understand and agree that an electronic signature is a legal and binding signature.

Rider/Driver Electronic Signature – Type Rider Name If under 18 Parent/Guardian Electronic Signature	Rider Email Address
Owner 1 Electronic Signature – Type Owner 1 Name	Owner 1 Email Address
Owner 2 Electronic Signature – Type Owner 2 Name	Owner 2 Email Address
Owner 3 Electronic Signature – Type Owner 3 Name	Owner 3 Email Address
Owner 4 Electronic Signature – Type Owner 4 Name	Owner 4 Email Address



UNITED STATES EQUESTRIAN FEDERATION, INC. RELEASE, ASSUMPTION OF RISK, WAIVER AND INDEMNIFICATION

(Attachment D – to be completed online)

This document waives important legal rights. Read it carefully before signing.

I AGREE, in consideration for my participation as a competitor, and therefore a representative of the United States and the United States Equestrian Federation, Inc. (the National Federation), to the following:

I AGREE that I choose to participate voluntarily with my horse, as a rider, driver, handler, vaulter, longeur, lessee, owner, agent, or as parent or guardian of an exhibitor under 18 years of age. I am fully aware and acknowledge that horse sports involve inherent dangerous risks of accident, loss, and serious bodily injury including broken bones, head injuries, trauma, pain, suffering, or death ("Harm").

I AGREE to release the Federation from all claims for money damages or otherwise for any Harm to me or my horse and for any Harm caused by me or my horse to others, even if the Harm resulted, directly or indirectly, from the negligence of the Federation.

I AGREE to expressly assume all risks of Harm to me, or my horse, including Harm resulting from the negligence of the Federation.

I AGREE to indemnify (that is, to pay any losses, damages, or costs incurred by) the Federation and to hold it harmless with respect to claims for Harm to me, or my horse, and for claims made by others for any Harm caused by me, or my horse at the Competition.

I AGREE that "the Federation" as used above includes all of its officials, officers, directors, employees, agents, personnel, volunteers and affiliated organizations.

I FURTHER AGREE THAT ALL DECISIONS REFERENCED IN THE SELECTION PROCEDURE FOR THE 2016 RIO OLYMPIC GAMES EVENTING TEAM SHALL BE FINAL AS MADE BY THE REFERENCED INDIVIDUALS. BY SIGNING THE APPLICATION FOR THE 2016 OLYMPIC GAMES EVENTING TEAM, APPLICANTS, AND OWNERS, AGREE TO ABIDE BY ALL DECISIONS MADE IN ACCORDANCE WITH THE SELECTION PROCEDURE BY THE CHEF D'EQUIPE, SELECTORS, VETERINARY PANEL, PHYSICIANS, THE USEF EVENTING HIGH PERFORMANCE COMMITTEE, THE USEF INTERNATIONAL DISCIPLINES COUNCIL, THE USEF BOARD OF DIRECTORS THEREOF, AND AGREE TO HOLD THEM HARMLESS IN THIS REGARD. NOTHING HEREIN SHALL LIMIT AN APPLICANT'S RIGHTS UNDER THE TED STEVENS OLYMPIC AND AMATEUR SPORTS ACT AND THE USOC BYLAWS.

I represent that I have the requisite training, coaching and abilities to safely compete in this competition. **BY SIGNING BELOW, I AGREE** to be bound by all of the above terms, by all applicable Federation Bylaws and General Rules, FEI rules and USOC Bylaws.

I have read and understand the USEF Release, Assumption of Risk, Waiver and Indemnification. By providing my handwritten or electronic signature below, I acknowledge the aforementioned and agree to be bound by the USEF Release, Assumption of Risk, Waiver and Indemnification and I fully understand and accept my responsibilities as a participant in the 2016 Olympic Games. I further understand and agree that an electronic signature is a legal and binding signature.

Rider/Driver Electronic Signature – Type Rider Name If under 18 Parent/Guardian Electronic Signature	Rider Email Address
Owner 1 Electronic Signature – Type Owner 1 Name	Owner 1 Email Address
Owner 2 Electronic Signature – Type Owner 2 Name	Owner 2 Email Address
Owner 3 Electronic Signature – Type Owner 3 Name	Owner 3 Email Address
Owner 4 Electronic Signature – Type Owner 4 Name	Owner 4 Email Address

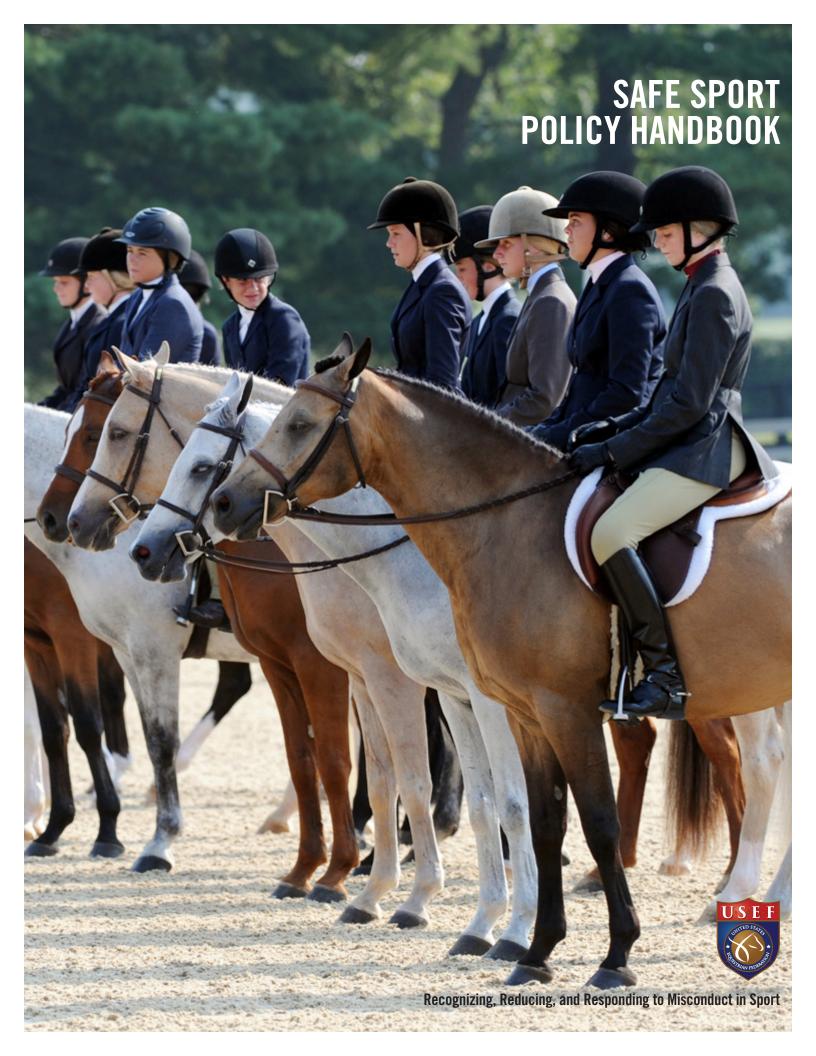


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INTRODUCTION

There are numerous reasons to engage in equestrian sport at any level, from the beginner to the Olympic athlete. Equestrians share a love for the sport and a personal bond with the horse. People often engage in equestrian sport, whether in the role of an athlete, official, staff member, or other participant because of their love of horses and simply to have fun. In addition, equestrian sport encourages a healthy lifestyle and builds self-confidence.

Unfortunately, sport can also be a high-risk environment for misconduct. All forms of misconduct are both intolerable and in direct conflict with United States Equestrian Federation's Mission Statement, which states:

We are the National Governing Body (NGB) of Equestrian Sport in the United States. We provide leadership and vision for equestrian sport by regulating competitions and promoting the safety and welfare of horses and riders while encouraging interest, participation, and excellence at every competitive level. We embrace the Olympic movement and the spirit of fair play while supporting all breed and discipline affiliates within the Federation [USEF] family equally. We celebrate the equestrian lifestyle and the benefits of good health and outdoor exercise.

There are six primary types of misconduct covered in this Safe Sport Policy Handbook for the purpose of athlete protection:

- **Emotional Misconduct**
- Physical Misconduct
- Sexual Misconduct
- **Bullying**
- Harassment
- Hazing

Misconduct may damage an athlete's psychological well-being. Athletes who have been mistreated may experience social embarrassment, emotional turmoil, psychological scars, loss of self-esteem, and negatively affected relationships with family and friends. Misconduct often hurts an athlete's competitive performance and may cause him or her to drop out of sport entirely.

Any inquiries about the policies contained in this Safe Sport Policy Handbook should be directed to Sonja S. Keating, USEF General Counsel, at safesport@usef.org or 859-225-2045.

DEFINITIONS

This section defines key words and concepts used throughout this Safe Sport Policy Handbook. The definitions set forth are intended to be universal in nature; however, some definitions vary by state. For example, the legal definition of child abuse is determined by each individual state. Guidelines concerning specific states may be found by visiting the Child Welfare Information Gateway at www.childwelfare.gov.

ATHLETE: Any rider, driver, handler, vaulter, or longeur who participates in any USEF licensed competition or USEF sanctioned event.

CHILD, CHILDREN, MINOR, AND YOUTH: Anyone under the age of 18. The terms child, children, minor, and youth are used interchangeably throughout these policies.

COACH: Any adult who has or shares the responsibility for instructing, teaching, schooling, training, or advising an athlete or horse in the context of equestrian sport. The terms coach and trainer are used interchangeably throughout these policies.

MISCONDUCT: Conduct that results in harm, the potential for harm, or the imminent threat of harm. Age is irrelevant to misconduct. There are six primary types of misconduct in sport: emotional misconduct, physical misconduct, sexual misconduct, harassment, hazing, and bullying.

USEF DESIGNEE: USEF staff, USEF Licensed Officials, USEF Board Members, or any individual that USEF formally authorizes, approves, or appoints (a) to a position of authority over, or (b) to have frequent contact with any athlete as defined above.

USEF PARTICIPANT: Any USEF Member, or any other individual, required to sign an entry blank in connection with a USEF licensed competition or sanctioned event.

POLICY 1: ATHLETE PROTECTION POLICY

COMMITMENT TO SAFETY OVERVIEW

In the event that any USEF Designee either (a) observes misconduct as defined in this Safe Sport Policy Handbook, or (b) receives a report containing allegations of misconduct as defined in this Safe Sport Policy Handbook, it is the personal responsibility of the individual to immediately report this to Sonja S. Keating, USEF General Counsel, at safesport@usef.org or 859-225-2045. No one should attempt to evaluate the credibility or validity of any misconduct allegations as a condition for reporting to USEF. When potential criminal behavior has been reported to USEF, USEF shall report such allegation(s) to law enforcement authorities. Complaints and allegations will be addressed under the USEF Enforcement Policy set out below.

USEF recognizes that the process for training and motivating athletes will vary with each coach, trainer, and athlete, but it is nevertheless important for everyone involved in sport to support the use of motivational and training methods that avoid misconduct.

APPLICATION

This Athlete Protection Policy applies to Athletes, Coaches, USEF Designees, and USEF Participants as defined in the Definitions section of this Handbook and below:

ATHLETE: Any rider, driver, handler, vaulter, or longeur who participates in any USEF licensed competition or USEF sanctioned event.

COACH: Any adult who has or shares the responsibility for instructing, teaching, schooling, training or advising an athlete or horse in the context of equestrian sport. The terms coach and trainer are used interchangeably throughout these policies.

USEF DESIGNEE: USEF staff, USEF Licensed Officials, USEF Board Members or any individual that USEF formally authorizes, approves, or appoints (a) to a position of authority over, or (b) to have frequent contact with any athlete as defined above.

USEF PARTICIPANT: Any USEF Member, or any other individual, required to sign an entry blank in connection with a USEFlicensed competition or sanctioned event.

Athletes, Coaches, USEF Designees, and USEF Participants shall refrain from all forms of misconduct, which include:

- **Emotional Misconduct**
- Physical Misconduct
- Sexual Misconduct
- Bullying
- Harassment
- Hazing

PROHIBITED CONDUCT

CHILD SEXUAL ABUSE

- Any sexual activity with a child. Minors cannot consent to sexual activity with an adult, and any sexual interaction between an adult and a minor is strictly prohibited. This includes sexual contact with a child that is accomplished by deception, manipulation, force or threat of force, regardless of the age of the participants, and all sexual interactions between an adult and a child, regardless of whether there is deception or the child understands the sexual nature of the activity.
 Note concerning peer-to-peer child sexual abuse: Sexual contact between minors also can be abusive. Whether or not a sexual interaction between children constitutes child sexual abuse turns on the existence of an aggressor, the age difference between the children, and/or whether there is an imbalance of power and/or intellectual capabilities.
- Any act or conduct described as child sexual abuse under federal or state law.

Exceptions: None

Examples: Sexually abusive acts may include sexual penetration, sexual touching, or non-contact sexual acts such as verbal acts, sexually suggestive electronic or written communications, exposure, or voyeurism.

EMOTIONAL MISCONDUCT

- A pattern of deliberate, non-contact behavior that has the potential to cause emotional or psychological harm to an athlete. Non-contact behaviors include:
 - verbal acts:
 - physical acts; or
 - acts that deny attention or support.
- Any act or conduct described as emotional abuse or misconduct under federal or state law (e.g. child abuse, child neglect).
 Exceptions: Emotional misconduct does not include professionally accepted coaching methods of skill enhancement, physical conditioning, team building, discipline, or improving athletic performance.

Examples: Examples of emotional misconduct prohibited by this Athlete Protection Policy include, without limitation:

- **Verbal Acts**. A pattern of verbal behaviors that (a) attack an athlete personally in a degrading or belittling manner or (b) repeatedly and excessively yelling at a particular athlete or athletes in a manner that serves no productive training or motivational purpose.
- **Physical Acts.** A pattern of physically aggressive behaviors, such as (a) throwing sport equipment, water bottles, or chairs at, or in the presence of, participants or (b) punching walls, windows or other objects.
- Acts that Deny Attention and Support. A pattern of (a) ignoring an athlete for extended periods of time or (b) routinely or arbitrarily excluding participants from practice.

Note: Bullying, harassment, and hazing, defined below, often involve some form of emotional misconduct.

PHYSICAL MISCONDUCT

- Contact or non-contact conduct that results in, or reasonably threatens to, cause physical harm to an athlete or other sport participant; or
- Any act or conduct described as physical abuse or misconduct under federal or state law (e.g. child abuse, child neglect, assault).

Exceptions: Physical misconduct does not include professionally accepted coaching methods of skill enhancement, physical conditioning, team building, appropriate discipline, or improving athlete performance. For example, the demonstration of the proper use of a crop as opposed to using it against the athlete.

Examples: Examples of physical misconduct prohibited by this Athlete Protection Policy include, without limitation: **Contact offenses**. Behaviors that include:

- punching, beating, biting, striking, choking, or slapping an athlete;

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- intentionally hitting an athlete with objects or sporting equipment;
- providing alcohol to an athlete under the legal drinking age (under U.S. law);
- providing illegal drugs or non-prescribed medications to any athlete;
- encouraging or permitting an athlete to return to play prematurely following a serious injury (e.g., a concussion) and without the clearance of a medical professional; or
- prescribing dieting or other weight-control methods without regard for the nutritional well-being and health of an athlete.

Non-contact offenses. Behaviors that include:

- isolating an athlete in a confined space (e.g., locking an athlete in a small space);
- forcing an athlete to assume a painful stance or position for no athletic purpose (e.g. requiring an athlete to kneel on a harmful surface); or
- withholding, recommending against, or denying adequate hydration, nutrition, medical attention, or sleep.

Note: Bullying, harassment, and hazing, defined below, often involve some form of physical misconduct.

SEXUAL MISCONDUCT

- Any touching or non-touching sexual interaction that is (a) not consensual or forced, (b) coerced or manipulated, or (c) perpetrated in an aggressive, harassing, exploitative, or threatening manner;
- Any sexual interaction between an athlete and an individual with evaluative, direct, or indirect authority. Such relationships involve an imbalance of power and are likely to impair judgment or be exploitative;
- Romantic or sexual relationships, which began during the sport relationship, between athletes or other participants and those individuals (a) with direct supervisory or evaluative control, or (b) in a position of power and trust over the athlete or other participant. Except in circumstances where no imbalance of power exists, coaches have this direct supervisory or evaluative control and are in a position of power and trust over those athletes or participants they coach. The prohibition on romantic or sexual relationships does not include those relationships where it can be demonstrated that there is no imbalance of power. For example, this prohibition does not apply to a pre-existing relationship between two spouses or life partners; or
- Any act or conduct described as sexual abuse or misconduct under federal or state law (e.g. sexual abuse, sexual exploitation, rape).
- Note: An imbalance of power is always assumed between a coach and an athlete.

TYPES OF SEXUAL MISCONDUCT

Types of sexual misconduct include:

- sexual assault:
- sexual harassment;
- sexual abuse; or
- any other sexual intimacies that exploit an athlete. Minors cannot consent to sexual activity with an adult, and all sexual interaction between an adult and a minor is strictly prohibited.

Exceptions: None

Examples: Examples of sexual misconduct prohibited under this Athlete Protection Policy include, without limitation:

Touching offenses. Behaviors that include:

- fondling an athlete's breasts or buttocks;
- exchange of reward in sport (e.g., team placement, scores, feedback) for sexual favors;
- genital contact; or
- sexual relations or intimacies between persons in a position of trust, authority, and/or evaluative and supervisory control over athletes or other sport participants.

COMMENT

Authority and Trust. Once the unique coach-athlete relationship is established, the authority and trust on the part of the coach over the athlete shall be assumed, regardless of age. Accordingly, sexual interaction or intimacies between a coach and an athlete or other participant are prohibited, regardless of age, both during coaching and during that period following coaching if an imbalance in power could jeopardize effective decision-making.

Imbalance of Power. Factors relevant to determining whether there is an imbalance of power include, but are not limited to: (a) the nature and extent of the coach's supervisory, evaluative, or other authority over the athlete being coached; (b) the actual relationship between the parties; (c) the parties' respective roles; (d) the nature and duration of the sexual relations or intimacies; (e) the age of the coach; (f) the age of the athlete or participant; and (g) whether the coach has engaged in a pattern of sexual interaction with other athletes or participants.

Exception. This section does not apply to a pre-existing relationship between two spouses or life partners.

Non-touching offenses. Behaviors that include:

- discussing one's sex life with an athlete;
- asking an athlete about his or her sex life;
- requesting or sending a nude or partial-dress photo to an athlete;
- exposing athletes to pornographic material;
- sending athletes sexually explicit or suggestive electronic or written messages or photos (e.g. sexting);
- deliberately or recklessly exposing an athlete to sexual acts;
- deliberately or recklessly exposing an athlete to nudity (except in situations where locker rooms and changing areas are shared); or
- sexual harassment; specifically, the sexual solicitation, physical advances, or verbal or nonverbal conduct that is sexual in nature, and
 - is unwelcome, offensive, or creates a hostile environment, and the offending individual knows or is told this; or
 - is sufficiently severe or intense to be harassing to a reasonable person in the context.

BULLYING

- An intentional, persistent, and repeated pattern of committing or wilfully tolerating physical and non-physical behaviors
 that are intended, or have the reasonable potential, to cause fear, humiliation, or physical harm in an attempt to socially
 exclude, diminish or isolate the targeted athlete; or
- Any act or conduct described as bullying under federal or state law.

Exceptions: Bullying does not include group or team behaviors that are reasonably designed to establish normative team behaviors or promote team cohesion.

Examples: Examples of bullying prohibited by this Athlete Protection Policy include, without limitation:

- **Physical behaviors.** Patterns of behavior that include (a) hitting, pushing, punching, beating, biting, striking, kicking, choking or slapping an athlete; (b) throwing at or hitting an athlete with objects such as sporting equipment.
- **Verbal and emotional behaviors.** Patterns of behavior that include (a) teasing, ridiculing, intimidating; (b) spreading rumors or making false statements; or (c) using electronic communications, social media, or other technology to harass, frighten, intimidate, or humiliate (cyber bullying).

HARASSMENT

- A repeated pattern of physical and/or non-physical behaviors that (a) are intended to cause fear, humiliation or annoyance,
 (b) offend or degrade, (c) create a hostile environment, or (d) reflect discriminatory bias in an attempt to establish dominance, superiority, or power over an individual athlete or group based on gender, race, ethnicity, culture, religion, sexual orientation, gender expression, or mental or physical disability; or
- Any act or conduct described as harassment under federal or state law.

Exceptions: None

Examples: Examples of harassment prohibited by this Athlete Protection Policy include, without limitation:

- **Physical offenses.** Patterns of behavior that include (a) hitting, pushing, punching, beating, biting, striking, kicking, choking, or slapping an athlete or participant; (b) throwing at or hitting an athlete with objects including sporting equipment.
- Non-physical offenses. Patterns of behavior that include (a) making negative or disparaging comments about an athlete's sexual orientation, gender expression, disability, religion, skin color or ethnic traits; (b) displaying offensive materials, gestures, symbols; or (c) withholding or reducing playing time to an athlete based on his or her sexual orientation.

HAZING

- Coercing, requiring, forcing or wilfully tolerating any humiliating, unwelcome, or dangerous activity that serves as a condition for (a) joining a group, or (b) being socially accepted by a group's members; or
- Any act or conduct described as hazing under federal or state law.

Exceptions: Hazing does not include group or team activities that are reasonably designed to establish normative team behaviors or promote team cohesion.

Examples: Examples of hazing prohibited by this Athlete Protection Policy include, without limitation:

- equiring, forcing, or otherwise requiring the consumption of alcohol or illegal drugs:
- tying, taping, or otherwise physically restraining an athlete:
- sexual simulations or sexual acts of any nature;
- sleep deprivation, otherwise unnecessary schedule disruption, or the withholding of water and/or food:
- social actions (e.g. grossly inappropriate or provocative clothing) or public displays (e.g. public nudity) that are illegal or meant to draw ridicule;
- beating, paddling, or other forms of physical assault; or
- excessive training requirements focused on individuals on a team.

WILFULLY TOLERATING MISCONDUCT

It is a violation of this Athlete Protection Policy if a USEF Designee knows of misconduct in violation of this Policy but fails to report such misconduct to Sonja S. Keating, USEF General Counsel, at safesport@usef.org or 859-225-2045.

REPORTING

Although this Safe Sport Policy Handbook is designed to reduce misconduct in sport, it can still occur. USEF Designees shall follow the reporting procedures set forth in USEF's Reporting Policy. USEF does not investigate suspicions or allegations of child physical or sexual abuse, nor does it attempt to evaluate the credibility or validity of such allegation as a condition of reporting suspicions or allegations to the appropriate law enforcement authorities.

VIOLATIONS

Violations of the Athlete Protection Policy shall be reported pursuant to the Reporting Policy and will be subject to penalties by the USEF Hearing Committee.

POLICY 2: REPORTING POLICY

REPORTING

USEF Designees shall report any misconduct as defined in the USEF Athlete Protection Policy as outlined in the Safe Sport Policy Handbook that he or she observes, or receives via report, to Sonja S. Keating, USEF General Counsel, at safesport@usef.org or 859-225-2045. USEF will report potentially criminal behavior to the appropriate law enforcement agency.

"WHISTLEBLOWER" PROTECTION

Regardless of whether the allegation(s) is proven, USEF will support the complainant(s) and his or her right to express concerns in good faith. USEF will not encourage, allow, or tolerate attempts from any individual to retaliate, punish, or in any way harm any individual(s) who reports a concern in good faith. Such actions against a complainant may be grounds for disciplinary action.

BAD-FAITH ALLEGATIONS

Submitting a knowingly false allegation is prohibited and may violate state criminal law and civil defamation laws. Such reports will be considered a violation of USEF Safe Sport Policy Handbook and may be subject to penalty by USEF's Hearing Committee.

ADDITIONAL CONSIDERATIONS REGARDING REPORTING SEXUAL MISCONDUCT

GROOMING

Because sexual abusers often groom children for abuse — the process used by offenders to select a child, to win the child's trust (and the trust of the child's parent or guardian), to manipulate the child into sexual activity and to keep the child from disclosing abuse — it is possible that a USEF Designee may witness behavior intended to groom a child for sexual abuse. All questions or concerns related to inappropriate, suspicious, or suspected grooming behavior should be directed to Sonja S. Keating, USEF General Counsel, at safesport@usef.org or 859-225-2045.

PEER-TO-PEER SEXUAL ABUSE

Approximately one-third of all child sexual abuse occurs at the hands of other children. The obligation to report misconduct extends to peer-to-peer child sexual abuse. Whether or not a sexual interaction between children constitutes child sexual abuse depends upon the existence of an aggressor, the age difference between the children, and/or whether there is an imbalance of power or intellectual capabilities. If you have any concerns that an interaction between children may constitute sexual abuse, report it to Sonja S. Keating, USEF General Counsel, at safesport@usef.org or 859-225-2045 immediately.

REPORTING PROCEDURE

TO WHOM TO REPORT

All reports must be made to Sonja S. Keating, USEF General Counsel, at <u>safesport@usef.org</u> or 859-225-2045.

HOW TO REPORT

USEF will take a report in the way that is most comfortable for the person initiating the report including an anonymous, inperson, verbal, or written report. Regardless of the method of reporting, it is helpful to USEF to get the following information: (1) the name of the complainant(s); (2) the type of misconduct alleged; (3) the name(s) of the alleged victim(s); and (4) the name(s) of the individual(s) alleged to have committed the misconduct.

Individuals may complete an Incident Report Form. Information on this form will include:

- the name(s) of the complainant(s);
- the type of misconduct alleged;
- the name(s) of the alleged victim(s);

- the name(s) of the individual(s) alleged to have committed the misconduct;
- the approximate date(s) and location(s) where the misconduct was committed;
- the names of other individuals who might have information regarding the alleged misconduct; and
- a summary statement of the reasons to believe that misconduct has occurred.

USEF will withhold the complainant's name upon request, to the extent permitted by law. A copy of the USEF Incident Report Form can be found at www.safesport.usef.org

CONFIDENTIALITY AND ANONYMOUS REPORTING

CONFIDENTIALITY

To the extent permitted by law, and as appropriate, USEF will handle any report it receives confidentially and discretely and will not make public the names of the complainant(s), potential victim(s), or accused perpetrator(s); however, USEF may disclose such names on a limited basis when conducting an investigation or reporting to law enforcement authorities.

ANONYMOUS REPORTING

USEF recognizes it can be difficult to report an allegation of misconduct and strives to remove as many barriers to reporting as possible. Anonymous reports may be made without the formality of completing an Incident Report Form:

- by completing the Incident Report Form without including their name; or
- by expressing concerns verbally to Sonja S. Keating, USEF General Counsel, at 859-225-2045.

Anonymous reporting may make it difficult for USEF to investigate or properly address allegations.

HOW REPORTS ARE HANDLED

SUSPICIONS OR ALLEGATIONS OF CHILD PHYSICAL OR SEXUAL ABUSE REPORTING TO LAW ENFORCEMENT AND/OR CHILD

PROTECTIVE SERVICES

USEF reports all allegations of child physical or sexual abuse to law enforcement authorities. USEF does not attempt to evaluate the credibility or validity of child physical or sexual abuse as a condition for reporting to appropriate law enforcement authorities. As necessary, however, USEF may ask a few clarifying questions of the person making the report to adequately report the suspicion or allegation to law enforcement authorities.

* For mandatory reporting laws, visit www.childwelfare.gov.

MISCONDUCT AND POLICY VIOLATIONS

USEF will address all alleged Safe Sport Policy Handbook violations and misconduct, including Athlete Protection Policy violations.

USEF may also investigate allegations of child physical or sexual abuse that are reportable under relevant state and federal law,

if such investigation does not interfere with any ongoing criminal investigation or prosecution for abuse. Such allegations may include:

Abuse reported outside the relevant statutes of limitation; or

Allegations of abuse that were reported to authorities, but: (a) legal authorities did not press criminal charges; or (b) criminal charges were filed, but not pursued to trial.

NOTIFICATION

Following USEF's receipt of a credible allegation involving Safe Sport-related misconduct, USEF may consider the circumstances in which it will notify other parents of athletes with whom the accused individual may have had contact. At USEF's discretion, and as appropriate, USEF may notify relevant staff members, contractors, volunteers, parents, and/or athletes of any such allegation that (a) law enforcement authorities are actively investigating; or (b) that USEF is investigating internally. Advising others of an allegation may lead to additional reports of child physical or sexual abuse and other misconduct.

POLICY 3: TRAINING AND EDUCATION

All USEF Designees must successfully complete awareness training every two (2) years concerning the Athlete Protection Policy contained in this Safe Sport Policy Handbook. The Policy covers misconduct in sport, which includes:

- Emotional Misconduct
- Physical Misconduct
- Sexual Misconduct
- Bullying
- Harassment
- Hazing

POLICY 4: CRIMINAL BACKGROUND CHECK

All USEF Designees shall undergo a criminal background check that complies with the Fair Credit Reporting Act. Through this criminal background check, USEF will utilize reasonable efforts to ascertain criminal history. The USEF Criminal Background Check Policy assists USEF in promoting the safety and welfare of athletes.

PROCESS

The Criminal Background Check Consent and Waiver Release Form must be submitted to USEF's criminal background check vendor and the USEF Designee cleared before he or she may perform services for USEF. Upon submission of the Criminal Background Check Consent and Waiver Release Form, USEF will request that its vendor perform the criminal background check. As part of its criminal background check, the vendor will:

- perform a national criminal record search;
- perform a search of state sexual offender registries; and
- verify a person's identification against his or her social security number or other personal identifier.

CRIMINAL HISTORY

USEF will use a criminal background check agency to gather information about criminal history. The information revealed by the criminal background check may disqualify an individual from serving as a USEF Designee. Any conviction, guilty plea, plea of no contest, deferred sentence, deferred adjudication, or similar disposition of any of the following will result in disqualification:

- Sex Offenses: All Sex Offenses regardless of time since the offense.
- **Examples Include:** child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure, etc.
- Felony Offenses:
 - All Felony Violence Offenses Regardless of the amount of time since the offense.

Examples Include: murder, manslaughter, aggravated assault, kidnapping, robbery, aggravated burglary, etc.

- All Felony Offenses other than violence or sex within the past 10 years.

Examples Include: drug offenses, theft, embezzlement, fraud, child endangerment, etc.

- Misdemeanors:
 - All Misdemeanor Violence offenses within the past 7 years.

Examples Include: simple assault, battery, domestic violence, hit & run, etc.

- Two or more Misdemeanor Drug and/or Alcohol Offenses within the past 7 years.

Examples Include: driving under the influence, simple drug possession, drunk and disorderly, public intoxication, possession of drug paraphernalia, etc.

- **Any Other Misdemeanor** within the past 7 years that would be considered a potential danger to children, including any crimes involving cruelty to animals.

For the purposes of this Policy, guilty shall mean that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea, accompanied by a court finding of guilt (regardless of adjudication), or received court-directed programs in lieu of conviction.

PENDING COURT CASES

No decision will be made on a prospective USEF Designee's eligibility if he or she has a pending court case for any of the potentially disqualifying offenses until the pending case concludes. If, however, during the case's pendency, USEF undertakes an independent investigation and conducts a hearing, any determination may be used to disqualify the prospective USEF Designee.

FULL DISCLOSURE

Each USEF Designee and prospective USEF Designee has the affirmative duty to disclose his or her criminal history. Failing to disclose or intentionally misrepresenting an arrest, plea, or conviction is grounds for USEF Designee status revocation or restriction, regardless of when the offense is discovered. USEF Designees have the ongoing duty to disclose criminal history. USEF Designees need not disclose arrests in which charges are not filed, charges are dismissed, or the USEF Designee is acquitted; however, USEF Designees are required to disclose non-convictions involving deferred sentences, deferred adjudications, or other similar dispositions.

- If a prospective USEF Designee (1) is arrested, (2) enters a guilty plea or (3) is convicted of any offense identified above during the application process, he is required to disclose such information immediately.
- In the event a USEF Designee (1) is arrested, (2) enters a guilty plea or (3) is convicted of any offense identified above, he has an affirmative duty to disclose such information immediately to Sonja S. Keating, USEF General Counsel, at safesport@usef.org or 859-225-2045.
- Any USEF Designee or prospective USEF Designee who has been banned by another sport organization, as temporarily or
 permanently ineligible, must self-disclose this information. A failure to disclose is a basis for disqualification

FINDINGS

USEF's criminal background check report will return a red light or green light finding. A green light finding means that the background check vendor located no records that would disqualify the individual. A green light score, however, is not a certification of safety or permission to bypass/ignore other screening efforts. Other disqualifying factors may exist and can be revealed through other means.

A red light finding means the criminal background check revealed criminal records that suggest the individual does not meet the criteria and is not suitable for USEF Designee status.

Individuals who are subject to disqualification under a red light finding may challenge the accuracy of the information reported by the criminal background check vendor.

Notice of findings will be provided to the USEF Legal Department.

APPEAL TO CRIMINAL BACKGROUND CHECK VENDOR

Any disqualified individual has the right to dispute the findings of the criminal background check directly with the criminal background check vendor. A disqualified individual may not appeal the automatic disqualification or the results of the findings of the criminal background check vendor to USEF. USEF is required by this Criminal Background Check Policy to accept the findings of the criminal background check vendor.

Individuals disqualified are excluded from participation in any USEF licensed competition and USEF- sanctioned events and/or activities as a USEF Designee unless an exemption is granted in accordance with the exemption request process below.

EXEMPTION REQUEST TO USEF

Any disqualified individual has the right to seek an exemption from the USEF Exemption Panel. The individual shall demonstrate that the conviction or charge does not violate the spirit of Safe Sport and that he or she poses no risk to the sport.

In order to seek an exemption from disqualification, contact Sonja S. Keating, USEF General Counsel, at safesport@usef.org or 859-225-2045 or submit an Exemption Request Form to USEF found at www.safesport.usef.org

FREQUENCY OF CRIMINAL BACKGROUND CHECKS

Criminal background checks for USEF Designees will be refreshed every two years or as otherwise required by law.

AFFIRMATIVE DUTY TO DISCLOSE

If a USEF Designee is accused, arrested, indicted, or convicted of a criminal offense set out above or a criminal offense against a child, it is the duty and responsibility of the USEF Designee to immediately disclose this information to Sonja S. Keating, USEF General Counsel, at safesport@usef.org or 859-225-2045.

OTHER POTENTIALLY DISQUALIFYING FACTORS

Even if an individual passes a criminal background check, USEF may determine that an individual may be disqualified and prohibited from USEF Designee status if the individual has:

- Been held liable for civil penalties or damages involving sexual or physical abuse of a minor;
- Been subject to any court order involving any sexual or physical abuse of a minor, including but not limited to, domestic order or protection:
- A history with another organization (employment, volunteer, etc.) of complaints of sexual or physical abuse of minors;
- Resigned, been terminated, or been asked to resign from a position paid or unpaid due to complaint(s) of sexual or physical abuse of minors;
- A history of other behavior that indicates the individual may be a danger to athletes and participants; or
- Failed to disclose criminal background in accordance with this Policy.

REVIEW OF DISQUALIFIERS

USEF will review its disqualifiers from time to time or as otherwise required or modified by law.

POLICY 5: ENFORCEMENT

ENFORCEMENT

The enforcement of the policies contained in this Safe Sport Policy Handbook fall under the jurisdiction of the USEF Hearing Committee. As such, Chapters 6 and 7 of the USEF General Rules govern the enforcement phase and set forth the penalties that may be imposed for any violation of this Safe Sport Policy Handbook.

If the results of an investigation warrant referring the case to the USEF Hearing Committee, the Chief Executive Officer or Executive Director of USEF may file a Charge pursuant to and in accordance with General Rule 604.

Neither civil nor criminal statutes of limitation apply to reports of cases of sexual abuse.



usef.org



2016 Rio Olympic Games Selection Trials/Tryout Events

(Attachment F)

2015

Rolex Kentucky (USA)	CCI4*	April 22-26
Jersey Fresh (USA)	CCI3*	May 6-10
Badminton (GBR)	CCI4*	May 6-10
Saumur (FRA)	CCI3*	May 21-24
Tattersalls (IRE)	CCI3*	May 27-31
Bromont (CAN)	CCI3*	June 4-7
Bramham (GBR)	CCI3*	June 11 -14
Luhmuhlen (GER)	CCI4*	June 18-21
The Event at Rebecca Farm (USA)	CCI3*	July 22-26
Burghley (GBR)	CCI4*	September 3-6
Blenheim (GBR)	CCI3*	September 17-19
Boekelo (NED)	CCI3*	October 8-11
Fair Hill (USA)	CCI3*	October 14-18
Pau (FRA)	CCI4*	October 21-25
Galway Downs (USA)	CCI3*	October 29-November 1

2016

Rolex Kentucky (USA)	CCI4*	April 28 - May 1
Badminton (GBR)	CCI4*	May 4-8
Jersey Fresh (USA)	CCI3*	May 11-15
Saumur (FRA)	CCI3*	May 26-29
Tattersalls (IRE)	CCI3*	June 2-5
Bromont (CAN)	CCI3*	June 9-12
Bramham (GBR)	CCI3*	June 9-12

The final list of Selection Trials will be published as part of the approved Eventing Selection Procedure for the 2016 Olympic Games. The Eventing portion of the 2016 Olympic Games will be held August 6-9, 2016. Additional events may be added. Notification of additional events will be no less than 30 days prior to the competition. The selection process will be consistent with that used for the 2015 Pan American Games.

Please feel free to contact Joanie Morris, Managing Director of Eventing at the USEF with any questions: jmorris@usef.org or at (859) 225-2052.



UNITED STATES EQUESTRIAN FEDERATION, INC.

(Attachment G)

2015 Board of Directors

Mrs. Chrystine Tauber, President Mr. William Moroney Ms. Elizabeth Goth, Vice President Mrs. Cynthia Richardson Mr. Chester Weber, Secretary Mrs. Judith Werner Mr. Howard Simpson Mr. Murray Kessler Ms. Vicki Lowell Mr. S. Tucker Johnson Mr. Derek di Grazia Ms. Georgina Bloomberg Ms. Catherine Haddad Staller Mr. Jack Pollard Jr. Mr. Pete Kyle Mr. Chris Kappler

Mrs. Beezie Madden Mrs. Misdee Miller

Mrs. Georgie Green

The Executive Committee is populated according to Bylaw 322 of the United States Equestrian Federation, Inc.

2015 International Discipline Council

Mr. Joseph Mattingley, Chair Mr. Gary Rockwell Mr. Michael Arnold Mr. William Simpson Mrs. Linda Bibbler Mrs. Jan Stevens Mr. Derek di Grazia Mrs. Beezie Madden

Mrs. Christina M (Tina) Wentz Mr. David Distler Mr. Brad Ettleman Mrs. Elisabeth Williams Mrs. Connie Geisler Dr. Dale Dedrick

Ms. Lisa Goretta Ms. Catherine Haddad Staller

Mrs. Hope Hand Mrs. Valerie Kanavy Mr. S. Tucker Johnson Mrs. Beezie Madden Mrs. Candice King Mr. Devon Maitozo Mr. Pete Kyle Mrs. Mandy McCutcheon Mrs. Louise Leslie Mrs. Misdee Miller Ms. Diane Pitts Mr. Jack Pollard Jr. Mrs. Chrystine Tauber (ex-officio)

The High Performance Working Group is populated according to Bylaw 311, Section 2(3).

Eventing High Performance Committee

Mr. Derek di Grazia, Chair

*Ms. Jan Byyny

*Mr. Robert Costello

*Mr. Buck Davidson

*Mr. Phillip Dutton

Mr. Roger Haller

Mr. C. Michael Huber

Mr. Robert Kellerhouse

Mrs. Marilyn Payne

Mrs. Diane Pitts

Mr. Wayne Ouarles

Dr. Mark Hart, Non-Voting Advisor

Mr. David O'Connor, Non-Voting Advisor

Mr. Jack Michael Pollard, Jr. Non-Voting Advisor

Eventing Eligible Athletes Committee

*Mr. Phillip Dutton, Chair

*Ms. Jan Byyny

*Mr. William S. Coleman III

*Mr. Buck Davidson

*Ms. Sinead Halpin

*Mrs. Becky Holder

*Mr. Jonathan Holling

*Mr. Jack Michael Pollard, Jr.

*Ms. Allison Springer

2015- 2016 USEF Eventing Selectors

*Mr. Robert Costello, Chairman

Ms. Phyllis Dawson

Mr. Derek di Grazia

Ms. Deborah Furnas

Ms. Marcia Kulak

The Eventing High Performance Committee is populated according to Bylaw 504, Section 2. The Eventing Eligible Athletes Committee is populated according to Bylaw 504, Section 3.

Eligible Athletes indicated by *



2015 USEF Eventing Veterinarian and Veterinary Advisory Group (Attachment H)

Team Veterinarian

Dr. Susan Johns

Veterinary Advisory Group

Dr. Kent Allen

Dr. Brendan Furlong

Dr. Rachel Gottleib

Dr. Bruce Kuesis

Dr. Marc Koene

Dr. Duncan Peters

Dr. Tim Randle

Dr. Mark Revenaugh

ATHLETE AGREEMENT

This Athlete Agreement ("Agreement") is entered into this _____ day of ______ 2015 by and between the United States Equestrian Federation, Inc. ("USEF"), a New York non-profit corporation designated by the United States Olympic Committee ("USOC") as the National Governing Body for equestrian sport in the United States of America and ______ (the "Athlete"), an individual, selected to compete in a Designated Competition as defined below (the "Team").

RECITALS

WHEREAS, the vision of USEF is to provide leadership for equestrian sport in the United States of America, promoting the pursuit of excellence from the grass roots to the Olympic Games, on a foundation of fair, safe competition and the welfare of its human and equine athletes, and embracing this vision, to be the best national equestrian federation in the world. In an effort to make this vision a reality, USEF selects and forms teams of world-class equestrian athletes all of whom USEF helps to educate, train, and support to achieve sustained competitive excellence in all levels of equestrian competition in order to help these athletes achieve their highest athletic potential.

WHEREAS, the Athlete is a non-employee USEF member in good standing who possesses extraordinary and unique skill and ability as an equestrian athlete, and whose performance in certain recognized competitions qualifies the Athlete for invitation to, and enjoyment of, the benefits and responsibilities of the Team.

WHEREAS, USEF desires to provide to the Athlete the opportunity to participate in the programs made available to the Athletes by USEF as members of the Team, and the Athlete desires to participate in such programs and therefore agrees to accept the responsibilities of team membership as set forth herein.

WHEREAS, this document is intended by the parties to set forth the rights and responsibilities that accompany membership on the Team.

WHEREAS, an athlete shall never be denied an opportunity to participate in, or to attempt to qualify for selection to participate in any protected competition unless provided an opportunity to be heard by an appropriate governing hearing committee.

Therefore, in consideration of certain benefits that USEF provides to Athlete in connection with his selection as a representative of the United States in the Olympic Games, Pan American Games, World Championships, Nation Cups, and Paralympic Games ("Designated Competitions"), USEF and Athlete agree as follows:

1. <u>Responsibilities of Athlete</u>

- 1.1 The Athlete shall honor and abide by the Code of Conduct.
- 1.2 The Athlete recognizes that he is a role model for the sport and thereby will uphold the principles of sportsmanship and animal welfare.
- 1.3 The Athlete shall give the horse sport a positive image. Behavior must be appropriate given it will reflect on the sport and the Team.
- 1.4 The Athlete agrees to remain current on any financial obligations to USEF.
- 1.5 The Athlete agrees to support the public relations efforts of USEF. As such, the Athlete agrees to appear and participate in up to four (4) non-commercial USEF promotional events should the Athlete's appearance at such events not compromise the Athlete's training and/or competition schedule as determined jointly by the Athlete and the USEF Team coach and/or Chef d' Equipe. Expenses incurred in connection with the fulfillment of this obligation will be borne by USEF.
- The Athlete shall wear and cause to be worn only USEF provided attire, if applicable, or approved attire, if not provided, during Designated Competitions while in the competition ring, schooling area and field of play/competition area except as noted below. Attire includes clothing, saddle pads and blankets. With respect to the Olympic Games and the Pan American Games, Athlete shall wear only attire provided by or approved by the USOC. With respect to World Championships, Nations Cups or USEF funded tours and events, Athlete shall wear only attire provided by or approved by USEF. In the field of play/competition area, the Athlete may choose his or her own personal performance gear as it is deemed specialized equipment that has a material effect on the performance of the Athlete during the actual competition. For purposes of this Agreement, specialized equipment is identified in Exhibit 1 attached hereto. However, while present in the field of play/competition area and during the prize-giving ceremonies names or logos identifying a non-USEF sponsoring manufacturer "manufacturer mark" of the clothing, equipment (not including saddle pads which may not display or have affixed a non-USEF sponsorship manufacture name or logo) and/or vehicles (including but not limited to carriages) may appear only once per item of clothing, equipment and/or vehicle and solely on a surface area not exceeding:
 - (i) Three square centimeters (3 cm2) (maximum one centimeters 1 cm-high, maximum three centimeter 3 cm wide) for clothing and equipment except for the harnesses during Driving Events;

- (ii) Fifty square centimeters (50 cm2) on each side of vehicles during the Driven Dressage and Obstacle -Cone Driving Phases of Driving Events;
- (iii) The size of the strap on which the identification of the manufacturer appears, and no longer than ten centimeters (10cm), only once on each harness during the Driving Events.

2. Marketing Rights

The Athlete understands and agrees that in order to provide benefits to athletes, USEF must raise funds through the sale of corporate sponsorships. In order to further this endeavor:

- 2.1 The Athlete agrees that USEF has category exclusivity with respect to those products and services listed in Exhibit 2 to this Agreement. This list shall be subject to modification from time to time and the Athlete expressly agrees to permit USEF to make such modification. This Agreement does not preclude the Athlete from signing his own sponsorship and/or endorsement agreements but the Athlete agrees not to advertise his affiliation with any products or services, pursuant to any sponsorship or endorsement agreements that the Athlete may have, at any Designated Competition at which the Athlete appears as a member of the Team, without the prior written consent of USEF. The Athlete also agrees not to advertise his affiliation with any products or services, pursuant to any sponsorship or endorsement agreements that the Athlete may have, at any time while wearing any attire that designates or denotes the Athlete as a member of the Team without prior written consent of USEF.
- 2.2 USEF agrees that in its pursuit for corporate sponsorships it will endeavor to secure additional benefits (i.e. discounts on goods or services or VIK) for eligible athletes.
- 2.3 USEF agrees to exert best efforts to promote the USA teams and their riders.
- 2.4 Athlete has the right to use his own individual image from Designated Competitions where he earned an individual medal. This use may be exercised by Athlete for commercial purposes, with the prior written consent of USEF, provided that no conflicts exist between Athlete's commercial purpose and USEF official sponsors.
- 2.5 USEF and Athlete agree that in the interest of the overall betterment of equestrian sport they will each use their own sponsor opportunities to attempt to create a beneficial opportunity for the other party.
- 2.6 The Athlete hereby agrees to be filmed, videotaped, and photographed and to have his image and voice otherwise recorded in any media

by the USEF's official photographer(s), film crew(s), and video crew(s) and by any other entity authorized by USEF. Furthermore, the Athlete hereby grants to USEF the irrevocable, fully paid up, worldwide right and license to use, and to authorize third parties to use, in all internet, media, new media, and media yet to be invented, the Athlete's name, likeness, picture, voice, and biographical information for: (1) news and information purposes; (2) promotion of the Team and the specific competitions in which the Athlete competes; (3) promotion of USEF; and (4) to support USEF's educational and philanthropic efforts through the production of educational and training videos, DVDs and other media. In no event may USEF authorize the use of the Athlete's name, picture, likeness, voice, and biographical information for the purpose of trade, including any use in a manner that would imply an endorsement of any company, product or service, without the Athlete's written permission other than pursuant to the group license described more fully below. This provision shall survive termination of this Agreement.

- 2.7 The Athlete specifically grants to USEF the irrevocable, fully paid up, worldwide right and license to use the Athlete's image in any USEF group licensing promotion. The Athlete understands that USEF will exercise this right only in a group basis, i.e. applications involving the use of images of three or more athletes without reference to any individual athletes name or identity. As such, when exercising this license, USEF shall not imply that any individual athlete endorses any product and/or service. USEF may license this right to a third party.
- 2.8 The Athlete shall have no right to use the name, trademarks or other intellectual property of USEF, nor to advertise any affiliation with the same, without the express written permission of USEF. The Athlete understands and agrees that he must obtain the prior written consent of USEF for any individual endorsement program in which the following would occur: the Athlete wears any attire that designates or denotes the Athlete as a past, present or future member of the Team or otherwise openly identifies the Athlete with a USEF Team or any other USEF controlled entity or program. This provision shall survive termination of this Agreement. Provided there are no conflicts with USEF sponsors, USEF and sponsor of Athlete may enter into an arrangement whereby such sponsor obtains access rights to certain names, trademarks or intellectual property owned by USEF.
- 2.9 The Athlete agrees that when appearing live, for any still photo, film or video intended to depict the Athlete as a member of the Team, the Athlete shall wear attire that designates or denotes the Athlete as a member of the Team.
- 2.10 The Athlete shall not remove or conceal any USEF sponsor logos from Team attire.

- 2.11 The Athlete, upon prior written permission from USEF, may add the logo of a private sponsor as long as it conforms to the requirements of the FEI rules. USEF will advise the Athlete as to the placement of the logo.
- 2.12 Except for those rights specifically granted to USEF, the Athlete shall retain sole and exclusive ownership of his individual publicity rights. The Athlete agrees to exercise those rights in such a manner as to not violate IOC, IPC, USOC, FEI, PASO and/or USEF regulations and restrictions and is responsible not to compromise the Athlete's competition eligibility.
- 2.13 USEF agrees that it will consult with the Athlete before reproducing or publishing any depiction of the Athlete. If the Athlete is nonresponsive after seven (7) days USEF will assume the rights are approved.

3. Term and Termination

3.1 Term.

This Agreement shall be effective from January 1, 2015 through November 30, 2015.

3.2 Termination.

This Agreement shall be terminable by either party at any time, and for any reason upon thirty (30) days written notice to the other party of the intent to terminate.

This Agreement, and all benefits and services provided hereunder, shall immediately terminate shall the Athlete plead guilty or be adjudicated guilty of a doping offense or if the Athlete pleads guilty to a crime involving the use, possession, or distribution of a controlled substance, whether or not the same is included on the FEI list of banned substances.

Notwithstanding the above paragraphs, USEF may tem1inate this Agreement at any time for Athlete Misconduct. The term Athlete Misconduct shall refer to conduct that violates the terms of this Agreement, the USEF Code of Conduct, the laws of any jurisdiction in which the Athlete is present, or any conduct which might bring disrepute to, or otherwise harm USEF, FEI, or the Olympic movement.

4. Miscellaneous

4.1 Nothing in this Agreement is intended to nor should it be construed to create an employer/employee relationship between USEF and the Athlete.

- 4.2 <u>Preservation of Competition Eligibility.</u> The Athlete shall not violate any provision or rule promulgated by the IOC, IPC, FEI, USOC, PASO or USEF governing eligibility of athletes to compete in Olympic, IPC, FEI, PASO or USEF sanctioned events. The Athlete agrees to maintain his membership in USEF in good standing at all times.
- 4.3 Governing Law. This Agreement shall be construed pursuant to the laws of the State of Kentucky without reference to principles governing choice or conflicts of laws. It is the intent of USEF and the Athlete that this Agreement be construed in accordance with the Ted Stevens Amateur and Olympic Sports Act of 1978, as amended as well as the USOC Bylaws, which are incorporated herein by reference.
- 4.4 <u>Superseding Law or Regulation</u>. Should this Agreement or any provision hereof violate any federal, state or local law or regulation, or, as a result of amendment or revision to the Ted Stevens Olympic and Amateur Sports Act or the Olympic Charter, this Agreement or any provision hereof violates such amendments, the parties shall then negotiate in good faith to modify this Agreement to the extent reasonably necessary to bring about compliance with such law, charter, and/or rules and regulations; provided, however, that if such modification would cause this Agreement to fail in its essential purpose or purposes, or the parties are unable to reach agreement after negotiating in good faith, either party may terminate the Agreement.
- 4.5 <u>Headings.</u> The headings in this Agreement are for convenience only and shall not affect in any way the meaning of the provisions to which they refer.
- 4.6 <u>Entire Agreement</u>. This Agreement, together with all exhibits, shall constitute the entire agreement between the parties and shall supersede all prior agreements between the parties relating to the subject matter, written, oral or otherwise.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first written:

By:	By:	
•	Christopher C. Welton	
Its:	Chief Executive Officer	
ATH	LETE	

UNITED STATES EQUESTRIAN FEDERATION

Athlete Agreement-Exhibit 1

Discipline	Performance Gear	
Jumping	Saddle	Riding Jacket
. 0	Bridle	Riding Shirt with collar
	Protective Horse Boots	Breeches
	Saddle Pad	Boots
		Helmet
		Gloves
Dressage	Saddle	Shadbelly Riding Jacket
21000ag0	Bridle	Riding Shirt with stock tie
		Breeches
	Saddle pad	Boots
		Helmet & Top Hat
	0.11	Gloves
Eventing /Jumping	Saddle	Riding Jacket
	Bridle	Riding Shirt with collar
	Protective Horse Boots	Breeches
	Saddle Pad	Boots
		Helmet
		Gloves
Eventing/ Dressage	Saddle	Shadbelly Riding Jacket
	Bridle	Riding Shirt with stock tie
	Saddle Pad	Breeches
		Boots
		Helmet & Top Hat
		Gloves
Eventing (Cross Country)	Saddle	
Eventing /Cross Country		Safety Vest
	Bridle	Polo Shirt
	Protective Horse Boots	Breeches
	Saddle Pad	Boots
		Helmet Cover
		Gloves
Para	Saddle	Riding Jacket
	Bridle	Riding Shirt with stock tie
	Saddle Pad	Breeches
		Boots
		Helmet
		Gloves
Driving	Harnesses	Riding Shirt with collar
9	Carriage(s)	Polo Shirt
	Protective Horse Boots	Helmet & Top Hat
	1 TOLOGUYO 1 TOLOGO DOUG	Safety Vest
		Gloves
Endurance	Coddlo	
Endurance	Saddle	Riding Shirt with collar
	Bridle	Breeches
	Protective Horse Boots	Boots
	Saddle Pad	Helmet
		Gloves
Reining	Saddle	Riding Shirt with collar
	Bridle	Boots
	Protective Horse Boots	Jeans
	Saddle Pad	Hat and/or Helmet
		Gloves
Vaulting	Bridle	Competition Leotards
	Vaulting Surcingle+ Pad	Composition Location
	vacining outcomplet i au	

Exhibit 2 to Athlete Agreement (December 17, 2014)

Official Boots and Jeans of the USEF Bridgestone Official Tire of the USEF Custom Saddlery Official Saddle of the U.S. Dressage Team Official Performance Horse Boot and Leg Wear of the USEF Farnam Companies Official Fly Control Products of the USEF Official Grooming Products of the USEF Hagyard Pharmacy Official Equine Pharmacy of the USEF Heritage Performance Riding Gloves Official Riding Gloves of the USEF Hermès Official Apparel Supplier of the USEF Hertz Official Automobile Rental Agency of the USEF Hodges Badge Company Official Ribbon Supplier of the USEF Horseware Ireland Official Blanket of the US High Performance Teams Kentucky Equine Research Official Equine Nutritionists of the USEF Land Rover Official Vehicle of the USEF

Luitpold Pharmaceuticals – Makers of Adequan Official Joint Therapy Product of the USEF

Ariat International

Merial (makers of GastroGard and UlcerGard)

Official Equine Stomach Ulcer Products of the USEF

Merial (makers of Equioxx)

Official Pain Management Product of the USEF

Merial (makers of Zimecterin)

Official Deworming Product of the USEF)

Multi Radiance

Official Laser Therapy of the USEF

Nelson Manufacturing

Official Feeder of the USEF

Official Waterer of the USEF

Platinum Performance

Official Sports Nutrition Supplement Company of the USEF

Premiere Equestrian

Official Dressage Arena of the USEF

Rolex Watch USA

Official Timepiece of the USEF

Sallee

Official Horse Transportation Company of the USEF

SmartPak

Official Tack and Equipment Supplier

Theault

Official Horsebox of the USEF

Toklat

Official Saddlepad of the USEF

Triple Crown Custom

Official Awards Blanket of the USEF

U.S. Bank

Official Credit Card Company of the USEF



United States Equestrian Federation, Inc. Conflict of Interest Policy

Board of Directors, Committee Members, Selectors, and Exempt Level Staff (Attachment J)

Conflict of Interest

Pursuant to the United States Equestrian Federation, Inc. "USEF" Bylaw 343.3, this Conflict of Interest Policy "Policy" provides a framework of integrity for interactions with or on behalf of the USEF. However, given the unique makeup of the USEF family, more in-depth questions may arise regarding conflicts of interest. For this reason the following guidance is provided:

- USEF defines a conflict of interest as any personal or financial (both direct and indirect) relationship including relationships of family members (see definition below) that could influence or be perceived to influence your objectivity when representing or conducting business for, or on behalf of, USEF or participating in a USEF selection process.
- USEF defines "family" for these purposes as follows: spouse, parent, child or spouse of a child, brother, sister, spouse of a brother or sister, a cohabiting companion, or any other individual with a significant familial or familial-like relationship. Both parent and child shall include step-parent and step-child.
- USEF defines a substantial appearance of a conflict of interest as whenever others may reasonably infer from the circumstances that a conflict exists. Because the appearance of impropriety can be just as damaging to the USEF as actual impropriety, conduct that may reasonably appear to others to be improper must be disclosed so that the appropriate USEF board or committee entity may determine whether such the situation presents a substantial appearance of a conflict of interest such that a prohibited conflict of interest may be deemed to exist. For these reasons, an individual must recuse himself/herself from participating in the USEF activity giving rise to the substantial appearance of a conflict of interest unless and until it is determined that no conflict exists.
- Each USEF Board member, committee member, selector, and exempt employee shall fulfill his obligation to disclose any conflict by signing this Policy and submitting Exhibits A and B and, if applicable, C. This must be done within 14 days of acceptance of the position or the individual cannot participate in any relevant meetings. Once an individual has signed this Policy, it is incumbent upon him to update the Exhibits as appropriate. This is a continuing obligation upon the individual.
- In accordance with Bylaw 343, this Policy also covers duality of interests and the selection of athletes, horses, coaches, trainers, managers, administrators, veterinarians, officials and others for competitions.

If a dispute arises as to whether a particular situation is indeed a conflict of interest, then the interested committee (the committee which is impacted by the potential conflict of interest) makes the determination. The question is posed to the committee and a majority vote prevails. The individual at issue must excuse himself during the discussions and vote on the issue.

If personal or financial interests exist with any person or concern with whom the USEF has a business or other relationship or you have a personal or financial relationship with a candidate (horse or human) for a team or individual chosen by a selection procedure or a substantial appearance of a conflict of interest exists (see definition above) and the other relationship or interest could influence or be perceived to influence the objectivity of your decisions, or if a committee determines that a conflict of interest exists, or if a duality of interest exists, you must:

- 1. <u>Disclosure of Actual or Potential Conflict</u>. The individual with the conflict of interest or potential conflict of interest shall immediately disclose the existence of a conflict or potential conflict when the issue for which the conflict exists is brought up at the meeting. This disclosure should include the nature of the conflict and why the individual believes it may be considered to be a conflict;
- 2. <u>Provision of Information</u>. The individual with the actual or potential conflict should provide to the board or committee any information relevant to the subject that he might have. In the case of a potential conflict, the board or committee will determine whether a substantial appearance of a conflict of interest exists; if so, the following procedures apply:
 - a. <u>Leave Meeting.</u> The individual with the conflict should then leave the meeting and not participate at all in the deliberations on the matter and any vote that might be taken. If, after the person has left the room, the deliberating body has questions that he could answer, he can be brought back into the meeting for the sole purpose of answering those questions. Once the questions have been resolved, he should vacate again until the deliberations have been completed and the vote has been taken;
 - b. <u>Deliberation and Vote.</u> The remainder of the committee or board should conduct the deliberation on the matter at hand and, if appropriate, proceed to a vote.

At all times, the conflicted person does count for determination of a quorum.

Inappropriate hospitality or gift giving between individuals can also create a conflict of interest. Gifts, cash, travel, hotel accommodations, entertainment or favors are neither to be given nor received except those of nominal value exchanged in the normal course of business. Favors or other assets or gifts may be accepted if they are part of open and generally accepted practices and serve to promote the best interest of USEF and would not embarrass the individual or USEF if publicly disclosed and do not compromise the objectivity and integrity of the recipient or donor.

Enforcement

Any person who violates or condones the violation of this Policy is subject to disciplinary measures, which may include termination of membership and expulsion from the board, working group, committee, or task force. Allegations of violations should be submitted to the USEF General Counsel who will review the matter and refer it to the Ethics Committee for an investigation and report. If the Ethics Committee deems it appropriate, the matter must be referred to the Hearing Committee for determination of what, if any, disciplinary action should be taken. The Ethics Committee's reports must remain confidential.

Any questions concerning this Policy should be addressed to the USEF General Counsel at the following address:

United States Equestrian Federation, Inc. 4047 Iron Works Parkway Lexington, Kentucky 40511 Telephone: (859) 225-2045 Fax: (859) 231-7371

Attachment K

EXAMPLE [NGB] Code of Conduct

ATHLETE PLEDGE

I pledge to uphold the spirit of the [NGB] Code of Conduct (the "Code"), which offers a guide to my conduct as a member of the USA National [Team] (the "Team"). I and [NGB] acknowledge that I have a right to a hearing before being denied the opportunity to participate or if I am charged with a violation of this Code.

I have familiarized myself with the Code and understand that acceptance of its provisions is a condition of my selection to the Team.

As a Member of the Team, I hereby promise and agree that I:

- will abide by all published rules related to the Team selection procedures as approved by [NGB];
- have acted and will act in a sportsmanlike manner consistent with the spirit of fair play and responsible conduct;
- will maintain a level of fitness and competitive readiness that will permit my performance to be at the maximum of my abilities;
- will submit to a physical examination by [NGB] medical personnel if my ability to compete is compromised due to physical injury and I understand that such injury may be cause for my not being selected to the Team, being removed from the Team, or not being allowed to participate if I remain on the Team.
- will not commit a doping violation as defined by the International Olympic Committee (IOC), [International Federation] ([IF]), World Anti-Doping Agency (WADA), the United States Anti-Doping Agency (USADA), or the United States Olympic Committee (USOC) rules;
- am not currently serving a doping violation and/or do not have a pending or unresolved doping charge;
- will not engage in any conduct that is criminal under any laws applicable to me, including, but not limited to laws governing the possession and use of drugs and alcohol and providing of drugs to any person and of alcohol to minors;

- will not participate or assist in any gambling or betting activities associated with any event related to my sport or my participation;
- am eligible to compete under the rules of [International Federation];
- am in possession of a valid USA passport, that will not expire prior to six months following the conclusion of the international competition, should I be chosen for an international team that requires a passport;
- will refrain from conduct detracting from my ability or that of my teammates to attain peak performance;
- will respect the property of others whether personal or public;
- will respect members of my Team, other teams, spectators and officials, and engage in no form of discriminatory behavior or verbal, physical or sexual harassment or abuse;
- will follow my Team's written rules, including by way of example, rules regarding curfew, required attendance at team meetings, consumption of alcoholic beverages and prohibitions on the release of confidential team information;
- am aware that [NGB] sponsors, suppliers and licensees provide critical support for the Team and, in recognition of this fact, I will wear designated [NGB] apparel at all official Team functions and events;
- will not conceal or cover-up any [NGB] sponsor, supplier or licensee brand or other identification appearing on my [NGB] apparel;
- will abide by the rules of the [International Federation] concerning allowable trademark identification on clothing and equipment worn or used in competition or on visible body tattoos.
- agree to be filmed and photographed by the official photographer(s) and network(s) of [NGB] under conditions authorized by [NGB] and give event organizers and [NGB] the right to use my name, picture, likeness, and biographical information before, during and after the period of my participation in these activities to promote the activity in which I participate or to promote the success of the team on which I compete; in no event may [NGB] or the event organizers use or authorize the use of my name, picture, likeness, voice and biographical information for the purpose of trade, including any use in a manner that would imply an endorsement of any company, product, or service, without my written permission;
- will not use or authorize the use of photographs, films or videos of myself in my [NGB] apparel or equipment or the use of the [NGB] logo for the purpose of trade, without the prior written consent of [NGB];

Signature

- will attempt to participate in media activities if compatible with my training and competitive schedule, when requested by [NGB];
- understand that if I require legal representation because of I am accused of a doping violation or am accused of criminal misconduct, or if for any other reasons I require the services of an attorney, I will be personally responsible for payment of such legal fees and expenses;
- will act in a way that will bring respect and honor to myself, my teammates, [NGB] and the United States; and
- will remember that at all times I am an ambassador for my sport, my country and the Olympic Movement.

ATHLETE OMBUDSMAN

I may contact the USOC Athlete Ombudsman, John Ruger, at 719.866.5000 or <u>John.Ruger@usoc.org</u> for further information regarding my rights under this Code that are not answered by [NGB].

PARTICIPANTS' AFFIRMATION

•	. I agree to the rules, guidelines, jurisdiction and indition of being selected to participate as a member
Signature	Date
Print Name	
	DIAN CERTIFICATION e Age of 18 as of Date of Signature)

Date

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Print Name and Relationship (Parent or Guardian)