UNITED STATES EQUESTRIAN FEDERATION, INC. ATHLETE SELECTION PROCEDURES 2012 FEI WORLD PARA EQUESTRIAN DRIVING CHAMPIONSHIPS FOR SINGLES BREDA, THE NETHERLANDS, AUGUST 30 – SEPTEMBER 2, 2012

I. SELECTION SYSTEM

A. Minimum eligibility requirements for an athlete to be considered for nomination to the Team:

1. Citizenship: The athlete must be a U.S. citizen and in compliance with FEI General Regulations, 23rd Edition, Article 119, which can be found on the FEI's website at www.fei.org, at the time of application, selection, and until the conclusion of the 2012 FEI World Para Equestrian Driving Championships for Singles ("the Event"). Athletes must have a valid U.S. Passport that does not expire until after March 16, 2013.

2. Minimum International Federation Requirements (IF):

- a. The athlete must meet the requirements of FEI PE Grades I or II profiles by an FEI approved International Classifier and obtain an FEI PE Classification of Disability. Athletes may submit a copy of their National Classification Card, but must obtain a PE FEI card in order to compete at the Event. The FEI Rules may be found at www.fei.org.
- **b.** The athlete must have been born before January 1, 1996. FEI Para Equestrian Supplement to FEI Rules for Carriage Driving 2011, Article 5.2.
- c. Horses/ponies must be at least six (6) years of age (the age being counted from January 1 of the year of birth) in accordance with the FEI Rules for Combined Driving 914.1.3.
- **d.** The athlete and horse/pony must be registered and in good standing with the FEI at the time of the application, (see Attachment A) selection, and until the conclusion of the Event.
- e. The athlete and horse/pony must comply with FEI Rules for the Event.

3. Other Requirements:

- a. The athlete must be a USEF member in good standing at the time of the application, selection, and until the conclusion of the Event.
- **b.** The horse/pony must be recorded with USEF pursuant to USEF GR1102 and in good standing under USEF rules at the time of application, selection and until the conclusion of the Event (Exception: Horses or ponies leased in Europe);
- c. Application Athletes wishing to be considered for the Event must complete an application (Attachment A) and return it with the appropriate application fee to the United States Equestrian Federation, Inc. (USEF), Attention: Pam Lane, USEF Para Equestrian and Vaulting High Performance Director, P.O. Box 83, Gladstone, NJ 07934 or plane@usef.org. Applications and an application fee of \$50 per application must be received no later than July 2, 2012. NO APPLICATIONS OR APPLICATION FEES WILL BE ACCEPTED AFTER JULY 2, 2012.
- d. Horse Loan Agreement: Owners of horse/ponies named to the Short List/ FEI Nominated Entry must sign the USEF Horse Loan Agreement (Attachment B). A horse/pony owner(s) failure to sign the USEF Horse Loan Agreement may result in the removal of the athlete/horse/pony combination from the Short List/ FEI Nominated Entry.
- e. The athlete and horse/pony owner(s) must certify, by signing the 2012 FEI World Para Equestrian Driving Championships for Singles Application, that they have received and read the Selection Procedures for the Team, the USEF Code of Conduct (See Attachment C), and the USEF Release, Assumption of Risk, Waiver and Indemnification (See Attachment D), and the USEF Code of Ethics and Conflict of Interest Policies (see Attachment E), that they understand those documents, and that they agree to be bound by them.
- f. The athlete must declare Scores from any FEI, USEF and/or ADS Recognized Combined Driving Event at the Preliminary Level or higher over the current or previous four year period (See Attachment F) with their Application (Attachment A).

B. Provided Below is a Comprehensive, Step-by-Step Description of the Method That Explains How Athletes Will Go Through the Selection Process to Become Team Nominees:

1. July 9, 2012: Short List/Nominated Entries - By no later than July 9, 2012, the Selectors (see II.C.2) will evaluate athletes and recommend a Short List/FEI Nominated Entry consisting of at least two (2) athletes and up to six (6) athletes with a maximum of two (2) horses/ponies per entry to be entered under FEI rules for the Event. This list will be subject to the approval of the USEF Para Equestrian High Performance Committee, the USEF High Performance Working Group, and the USEF Executive Committee or its designees. (Attachment G).

Selectors, in evaluating athlete/horse/pony combinations to be named to the Short List/FEI Nominated Entry, will base their evaluations on the following factors:

- The Team must include at least one (1) athlete from Grade I and no more than two (2) athletes from any one Grade;
- The competitive records of all Applicants;
- The performances at previous events using the following method:
 Scores in the Dressage competitions, penalties obtained in the Marathon, accuracy and speed in the Cones competition;
- The Selectors will give primary consideration to results with comparable courses and Ground Juries to the Event, recent performances and scores evaluated pursuant to the second bullet above, in the current or previous four year period;
- The Selectors' evaluation will also include consideration of the previous International results of the athlete, such as a competitive record over the current or previous four year period, which indicates that the athlete has successfully met the challenges of FEI International events, and demonstrated an ability to perform consistently (under pressure);
- Prospect that the combination will contribute to a Team score. For example, if a combination consistently attains superior scores in a particular competition phase, they may be selected for their expertise in that particular phase;
- Combination of athlete's scores and how those scores may contribute to the best Team score for the competition which is the subject of selection;
- The Selectors will consult with the Coach.

In addition to recommending the Short List/FEI Nominated Entry, the Selectors may recommend athlete/horse/pony combinations to serve as substitutes for the Short List/FEI Nominated Entry. This list will also be subject to approval by the USEF Para Equestrian High Performance Committee, the USEF High Performance Working Group and by the USEF Executive Committee or its designees.

Once the Short List/FEI Nominated Entry for the Event has been announced and prior to submission of the FEI Nominated Entry, July 9, 2012, athlete/horse/pony combinations on the Short List/FEI Nominated Entry may be substituted with substitute athlete/horse/pony combinations. These substitutions can be made for exceptional circumstances, medical reasons, or for breach of the USEF Code of Conduct, but only with the recommendation of the Coach along with the concurring approval of at least three of the five Selectors, one of whom shall be the Active Athlete Selector. Any substitutes for medical reasons must also be documented by a physician(s) approved by the USEF High Performance Working Group and the USEF Executive Committee or its designees.

Once chosen, the Short List/Nominated Entries and substitutes will come under the control of the Coach. By submitting an application, athlete confirms he will compete once his is chosen. These athletes shall not participate in any competitions without the prior approval of the Coach.

2. August 6, 2012: FEI Definite Entry- No later than the closing date for FEI Definite Entries for the Event, August 6, 2012, the current fitness, soundness, and ability of the athlete will be evaluated by the Selectors to determine if

they are able to meet the standards for the Event. In evaluating athletes to be named to the FEI Definite Entry the Selectors will base their evaluations on the factors outlined in Section I.B.1.

Based upon the Selectors' evaluation and recommendations, the USEF Para Equestrian High Performance Committee, USEF High Performance Working Group, and the USEF Executive Committee or its designees will name the Team of two or three athlete/horse/pony combinations and up to two Individual athlete/horse/pony combinations to be entered under FEI rules for the Event. In addition to nominating the Team and Individuals, based upon the Selectors' evaluation and recommendations, the USEF Para Equestrian High Performance Committee and the USEF High Performance Working Group, and the USEF Executive Committee or its designees will approve athlete/horse/pony combinations on the Short List/FEI Nominated Entry to serve as substitute athlete/horse/pony combinations for the Team and Individuals. The Selectors will consult with the Coach.

Once the Team and Individual(s) (if any) have been announced and prior to the closing date for the FEI Definite Entries, Team members may only be substituted with Individual(s) athlete/horse/pony combinations or substitute athlete/horse/pony combinations and Individual(s) athlete/horse/pony combinations may only be substituted with Team members or substitute athlete/horse/pony combinations for medical reasons, or for breach of the USEF Code of Conduct, or other exceptional circumstances having a direct bearing upon obtaining the best qualified team for the Event based upon the approval of the Coach with the concurring approval of at least three of the five Selectors. Any substitutions for medical reasons must also be documented by a physician(s) approved by the USEF Executive Committee or its designees.

3. After the acceptance of the FEI Definite Entries and before the Declaration of Starters:

Once the Team and Individual(s) (if any) have been submitted and before the declaration of starters, which takes place one hour before the Veterinary Inspection, Team members may only be substituted with Individual(s) athlete/horse/pony combinations or substitute athlete/horse/pony combinations in accordance with current FEI Regulations (FEI Rules for Driving Article 905.8.6.2, 905.8.6.3 and 921.1.1, 921.1.2, 921.1.3). In addition, substitutions will only be made with substitute athlete/horse/pony combinations for medical reasons, or for breach of the USEF Code of Conduct based on the approval of the Coach and with the concurring approval of at least three of the five Selectors, one of whom shall be the Active Athlete Selector.

Any substitutions for medical reasons must also be documented by a physician(s) approved by the USEF Executive Committee. The Organizing Committee of the Event must approve any substitutions of athlete/horse/pony combinations.

As per the draft schedule for this competition "After the Definite Entries have been made, substitutions of horses and/or competitors may only be made with the express permission of the OC. The substituted horse and/or competitor must be on the Nominated Entry list."

C. Provided below are the names of all committees/groups who oversee the selection process, including the name(s) and role(s) of their members: The USEF Para Equestrian Driving Selectors and USEF Para Equestrian High Performance Committee will oversee the selection process, which process shall be reviewed and approved by the USEF High Performance Working Group, USEF Executive Committee or its designees. (See Attachment G for list of USEF committees, their roles, and list of members).

D. Other Considerations:

1. Equine Drug Testing – All horses/ponies are subject to drug testing. Blood and/or urine samples may be collected at any time throughout the selection period, which is defined as commencing at the conclusion of the qualifying period for the Ranking Lists, July 9, 2012. In the event a banned substance is detected, its presence will be reported to Pam Lane, USEF Director of Para Equestrian. In the event a substance is detected for which the FEI has established quantitative restrictions, the amount of the substance will be quantified and reported to Pam Lane, USEF Director of Para Equestrian. Any horse/pony whose sample contains a banned substance or a restricted substance in a concentration greater than the applicable FEI limits for any FEI banned and/or quantified substance

may result in the elimination of that athlete/horse/pony combination from the selection process by the Selectors upon the recommendation of the Team Veterinarian and with the approval of the USEF Vaulting High Performance Committee, the USEF High Performance Working Group, and the USEF Executive Committee or its designees. This provision does not abrogate the enforcement of applicable doping rules at FEI and/or USEF competitions.

2. Medical Request: In the event of illness or injury, athletes may be required to submit to a medical examination by a physician approved by the USEF Executive Committee (USEF physician(s)) at any time during the selection process for the purposes of determining the athlete's ability to compete at the Event. Failure to submit to such examination may result in the removal of the athlete from the selection process by the Selectors upon the recommendation of the USEF physician(s) and with the approval of the USEF Para Equestrian High Performance Committee, the USEF High Performance Working Group, and the USEF Executive Committee or its designees. Following the examination should the USEF physician(s) find the athlete to be unfit to compete the athlete will be removed from the selection process with the approval of the USEF Driving High Performance Committee, the USEF High Performance Working Group, and the USEF Executive Committee or its designees.

II. DISCRETIONARY SELECTION:

A. Rationale for Utilizing discretionary selection (if any): Discretionary selection is used to field the best team possible for the Event.

B. Discretionary Criteria and how it will be used: See Section I.B.

C. Provided names of all committees/groups who oversee the Selection Process:

- 1. Names of the committee(s) that will be responsible for discretionary selection.
 - * USEF Para Equestrian Driving Selectors
 - * USEF Para Equestrian High Performance Committee
 - * USEF High Performance Working Group
 - * USEF Executive Committee or their designees
- 2. Provide a complete list of the members of the committee(s), their titles and their NGB role that qualifies them to serve in this capacity:

See Attachment G for list of USEF committees, their roles, and list of members.

Five (5) individuals (the "Selectors") will be appointed by the USEF Executive Committee upon the recommendation of the USEF Para Equestrian High Performance Committee and the USEF High Performance Working Group. Selectors are subject to the USEF Code of Conduct and Code of Ethics and Conflict of Interest Policy of the USEF. These Selectors are members of the Equestrian Driving community who are knowledgeable and experienced in Equestrian Driving at the international level, and are members in good standing with USEF, including one Para Equestrian Driving Eligible Athlete Representative as defined by the USOC (see Definitions on page 13) but who is not an athlete for the Team (the "Eligible Athlete Selector").

In making their decision, the Selectors will consult with the Coach.

A minimum of one Substitute Selector will also be named. A Substitute Selector will take the place of a Selector who has a conflict of interest or a substantial appearance of a conflict of interest. There will be a minimum of 20% Eligible Athlete representation on the panel of the Selectors.

III. REMOVAL OF ATHLETES

A. Prior to acceptance of the Definite Entries:

An athlete who is nominated to the Short List/FEI Nominated Entry may be removed as a nominee for any of the following reasons, as determined by the USEF and in accordance with these procedures.

• Voluntary withdrawal. Athlete must submit a written letter to the USEF CEO.

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- Injury or illness as certified by a USEF approved physician (or medical staff). If an athlete refuses verification of their illness or injury by a USEF approved physician (or medical staff), their injury will be assumed to be disabling and they may be removed.
- Violation of the USEF Code of Conduct (Attachment C).
- Failure of the horse owner to sign the Horse Loan Agreement (Attachment B).
- Exceptional circumstances having a direct bearing upon obtaining the best qualified team for the event, but only with the approval of the Coach and with the unanimous approval of the Selectors.
- Detection of a banned substance in the horse.
- Failure to adhere to all WADA, FEI, USEF, USADA anti-doping protocols, policies and procedures including participation in the out-of-competition testing as required by the IOC, WADA, FEI, USADA.
- Failure to submit a written request not to compete in any phase at the Mandatory Training Session(s) prior to the start of the Mandatory Training Session.

In these procedures the removal of an athlete is closely related to the process by which they will be replaced. Therefore, the reasons for which an athlete may be removed are thoroughly addressed in Section IV. SUBSTITUTION OF ATHLETES.

An athlete removed from the Short List/FEI Nominated Entry, Team, or as an Individual pursuant to this provision has the right to a hearing per the USEF's Bylaws, Article 703 and USEF General Rules, Chapter 6, GR 605 or USOC Bylaws, Article 9.

B. After Acceptance of the FEI Definite Entry: An athlete may be removed from the USEF Definite Entry at any time for the following reasons:

- Voluntary withdrawal. An athlete must submit a written letter to the USEF CEO.
- Violation of WADA, FEI, USEF, USADA, and/or USOC anti-doping protocol, policies and procedures. In such instances, the adjudication process will be managed through the United States Anti-Doping Agency.
- Injury or illness as certified by a USEF approved physician (or medical staff)
- Violation of the USEF Code of Conduct (Attachment C).

C. An athlete may be removed from the FEI Nominated Entries, Team or as an Individual at any time for violation of WADA, FEI, USEF, USADA and/or USOC anti-doping protocol, policies and procedures. In such instances, the adjudication process will be managed through the United States Anti-Doping Agency.

IV. SUBSTITUTION OF ATHLETES

A. Following is the process by which the substitute pool of Athlete/horse/pony combinations will be identified: The athletes on the Short List/FEI Nominated Entry will comprise the pool of substitute athletes.

B. Substitute athlete(s) will be selected, should a vacancy occur, according to the following method:

1. Prior to the acceptance of the Short List/FEI Nominated Entry:

After the Short List/FEI Nominated Entry for the Event has been announced and prior to the submission of the FEI Nominated Entries, July 9, 2012, Short List/FEI Nominated Entry athlete/horse/pony combination(s) may be substituted with substitute athlete/horse/pony combination(s) for medical reasons, or for breach of the USEF Code of Conduct, or for failure to sign the USEF Horse Loan Agreement, or other exceptional circumstances having a direct bearing upon obtaining the best qualified team for the Event, but only with the approval of at least three of the five Selectors, one of whom shall be the Eligible Athlete Selector. Any substitutions for medical reasons must also be documented by a physician(s) approved by the USEF High Performance Working Group and the USEF Executive Committee.

2. Prior to the closing date for the Definite Entry:

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Once the Team and Individual(s) (if any) have been announced and prior to the closing date for Definite Entries August 6, 2012, Team members may only be substituted with Individual(s) athletes or substitute athletes and Individual(s) athlete/horse/pony combinations may only be substituted with Team members or substitute athletes for medical reasons, or for breach of the USEF Code of Conduct, or other exceptional circumstances having a direct bearing upon obtaining the best qualified team for the event which is the subject of the selection, based upon the approval of the Coach with the concurring approval of at least three of the five Selectors (one of whom shall be the Eligible Athlete Selector), the Para Equestrian High Performance Committee, High Performance Working Group and the USEF Executive Committee or its designees.

Any substitutions for medical reasons must also be documented by a physician(s) approved by the USEF Executive Committee or its designees.

3. After acceptance of the FEI Definite Entries and before the Declaration of Starters: Once the Team and Individual(s) (if any) have been submitted and before the declaration of starters, Team members may only be substituted with Individual(s) athlete/horse/pony combinations or substitute athlete/horse/pony combinations and Individual(s) athlete/horse/pony combinations may only be substituted with Team members or substitute athlete/horse/pony combinations in accordance with current FEI Rules for Driving Articles 905.8.6.2, 905.8.6.3 and 921.1.1, 921.1.2, 921.1.3. In addition, substitutions will only be made with substitute athlete/horse/pony combinations for medical reasons, or for breach of the USEF Code of Conduct based on the approval of the Coach and with the concurring approval of at least three of the five Selectors, (one of whom shall be the Eligible Athlete Selector), the Driving High Performance Committee or its designees, High Performance Working Group or its designees and the USEF Executive Committee or its designees.

Any substitutions for medical reasons must also be documented by a physician(s) approved by the USEF Executive Committees. The Organizing Committee of the Event must approve any substitutions of athlete/horse/pony combinations.

As per the draft schedule for this competition "After the Definite Entries have been made, substitutions of horses and/or competitors may only be made with the express permission of the OC. The substituted horse and/or competitor must be on the Nominated Entry list".

C. Group or committee that will be responsible for making athlete substitution determinations:

- 1. Group or committee who determines the substitution pool: The USEF Para Equestrian Driving Selectors with the approval of USEF Para Equestrian High Performance Committee, High Performance Working Group, USEF Executive Committee or its designees.
- 2. Group or committee who determines a substitute athlete to the team: The USEF Para Equestrian Driving Selectors with the approval of the USEF Para Equestrian High Performance Committee, High Performance Working Group, USEF Executive Committee or its designees.
- 3. Prior to acceptance of the Short List/FEI Nominated Entry: The USEF Para Equestrian Driving Selectors, USEF Para Equestrian High Performance Committee, USEF High Performance Working Group, USEF Executive Committee or its designees.
- 4. Prior to the closing date of the FEI Definite Entry: The USEF Para Equestrian Driving Selectors, USEF Para Equestrian High Performance Committee, USEF High Performance Working Group, USEF Executive Committee or its designees.

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5. After acceptance of the FEI Definite Entries and before the Declaration of Starters: The USEF Para Equestrian Driving Selectors, USEF Para Equestrian High Performance Committee or its designees, USEF High Performance Working Group or its designees, USEF Executive Committee or its designees.

V. SUPPORTING DOCUMENTS

USEF will retain all supporting documents, including evaluation forms and data from the Selection Process for six months past the date of the Closing Ceremonies of the Event.

VI. DATE OF NOMINATION

All entry deadlines for the Event will be published on the USEF website www.usef.org.

VII. REOUIRED DOCUMENTS

The following documents are required to be properly executed as a condition of nomination in the Event and are included as attachments:

- Application (Attachment A)
- Horse Loan Agreement (Attachment B)
- USEF Code of Conduct (Attachment C)
- USEF Release, Assumption of Risk, Waiver and Indemnification (Attachment D)
- Declaration of Scores (Attachment F)

Athletes and horse owners will be required to certify that they have received and read a copy of the USEF Code of Conduct and that they understand the document.

In addition, all persons participating in any decision made pursuant to the Selection Procedures including but not limited to Selectors, Physicians, members of the Para Equestrian High Performance Committee, High Performance Working Group, and the USEF Executive Committee or its designees will be required to abide by the USEF Code of Ethics and Conflict of Interest Policies.

VIII. ADDITIONAL DOCUMNENTS

Athletes will be required to read the USEF Athlete Agreement (Attachment H) and are requested to sign this document.

IX. DATE OF FEI NOMINATED AND DEFINITE ENTRIES

The FEI Nominated Entry will be submitted to the FEI no later than the deadline established by the FEI, July 9, 2012. The FEI Definite Entry will be submitted to the FEI no later than the deadline established by the FEI, August 6, 2012.

X. PUBLICITY/DISTRIBUTION OF PROCEDURES

The USEF Executive Committee approved Selection Procedures and application packet (complete and unaltered) will be available on the USEF website at www.usef.org and by mail upon request.

XI. ANTI-DOPING REQUIREMENTS

Athletes must adhere to all WADA, FEI, USEF, and USADA anti-doping protocols, policies and procedures. This includes participation in out-of-competition testing as required by WADA, FEI, USEF and USADA.

XII. DEVELOPMENT OF SELECTION PROCEDURES

The following committees/groups were responsible for creating these Selection Procedures: USEF Para Equestrian Eligible Athletes Committee, USEF Para Equestrian High Performance Committee, USEF High Performance Working Group, USEF Executive Committee. See Attachment G for list of USEF committees, their roles, and list of members.

XIII. USEF BYLAWS AND GRIEVANCE PROCEDURES

The USEF Bylaws and Grievance Procedures can be found on the USEF's website www.usef.org.

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XIV. INTERNATIONAL DISCLAIMER

These procedures are based on USEF and/or FEI rules and regulations as presently known and understood. Any change in the selection procedures caused by a change in USEF and/or FEI rules and regulations will be distributed to the affected athletes immediately. The selection criteria are based on the latest information available to USEF. However, the selection procedures are always subject to unforeseen, intervening circumstances, and realistically may not have accounted for every possible contingency.

In any force of nature, or force majeure, should cause the altercation or cancelation of any of the selection events listed in this document, these selection procedures will be revised.

XV. ATHLETE OMBUDSMAN

Athletes who have questions regarding their opportunity to compete that are not answered by USEF may contact the USOC Athlete Ombudsman: John W. Ruger by:

- Toll free telephone at (888) ATHLETE
- E-mail at john.ruger@usoc.org
- www.888athlete.org

XVI. FUNDING DISCLAIMER

Selection to the Team does not guarantee that funds will be available to send a team.

XVII. DISCLAIMER

Please see Attachment 'D' - USEF Release, Assumption of Risk, Waiver and Indemnification.

XVIII. NGB SIGNATURES

I certify that I have read, understand and incorporated our IF standards/criteria into our Selection Procedures and that the information provided herein regarding Athlete Selection Procedures represents the method approved by the United States Equestrian Federation.

Position	Print Name	Signature	Date
USEF President or Executive Director	John Long		
USOC AAC Representative	Chris Kappler		

Any questions regarding these Selection Procedures should be addressed to the USEF Para Equestrian High Performance Director, Pam Lane, United States Equestrian Federation, P.O. Box 83, Gladstone, NJ, 07934, Phone (908) 326-1153, Email: plane@usef.org.

Approved by the USEF Para Equestrian High Performance Committee on

Approved by the USEF High Performance Working Group on

Approved by the USEF Executive Committee on

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DEFINITIONS

CLASSIFIER – Medical Doctor and/or physiotherapist with knowledge of the Profile System who is accredited by the FEI to grade athletes for Para Equestrian competitions.

DRIVING ATHLETE REPRESENTATIVE – An Athlete will be considered a Driving Athlete as defined by the USEF Bylaw 401.

- I) Within the past ten (10) years, represented the United States in a Championship or a World Championship recognized by the FEI for which a competitive Selection Process was administered by the USEF.

 and/or
- II). Within the past twenty-four (24) months, demonstrated that they are actively engaged in amateur athletic competition by finishing in the top half of the NGB's national championship or a team selection competition for the events specified in paragraph (I) above.

INTERNATIONAL EXPERIENCE – A competitive record over the past 2 - 4 years that indicates that the Athlete/horse(s)/pony(s) combination has successfully met the challenges of FEI international events, demonstrating an ability to perform under pressure consistently.

SUBSTITUTE ATHLETE- Replacing an Athlete/horse/pony combination after the FEI Definite Entries have been submitted.



2012 FEI WORLD PARA EQUESTRIAN DRIVING CHAMPIONSHIPS FOR SINGLES

Breda, The Netherlands August 30 – September 2, 2012 Candidate Application Form (Attachment A)

I have read the USEF procedures for selection for the 2012 FEI World Para Equestrian Driving Championships for Singles, Breda, the Netherlands, August 30 – September 2, 2012, the USEF Code of Conduct, and the USEF Code of Ethics and Conflict of Interest Policy. I understand these documents and agree to be bound by them.

NAME OF DRIV	R:
(Please print)	
DATE:	SIGNATURE OF DRIVER:
	SIGNATURE OF WITNESS:
ADDRESS OF DR	VER'S PERMANENT RESIDENCE: (only complete if different from USEF membership address)
BEST TELEPHON	NUMBER FOR CONTACTING YOU:
BEST EMAIL ADI	RESS FOR CONTACTING YOU:
USEF HIGH PERF	PRMANCE MEMBERSHIP #:
FEI REGISTRATIO	N #:
NAME OF HORS	/PONY: (Please declare if horse or pony)
	FEI PASSPORT #:
NAME OF OWNE	{ :
	GH PERFORMANCE MEMBERSHIP #:
OWNER'S FEI RE	

I have read and understand the Selection Procedure along with all of the attached documents. These include the Application, USEF Code of Conduct; USEF Release, Assumption of Risk, Waiver and Indemnification; Athlete Agreement and Horse Loan Agreement. I have completed these documents where required. By providing my handwritten or electronic signature below, I acknowledge the aforementioned and agree to be bound by the Selection Procedure, governing rules and jurisdiction stated in these documents, and I fully understand and accept my responsibilities as a participant in the 2012 FEI World Para Equestrian Championships for Singles. I further understand and agree that an electronic signature is a legal and binding signature.

Athlete Electronic Signature - Type Athlete Name

Athlete Email Address

PLEASE COMPLETE AND RETURN ACCOMPANIED BY THE \$50 APPLICATION FEE (ONE FEE PER DRIVER, NOT PER HORSE)

TO: UNITED STATES EQUESTRIAN FEDERATION

INTERNATIONAL HIGH PERFORMANCE DRIVING

PO BOX 83

GLADSTONE, NEW JERSEY 07934

FAX: 908-719-7588

EMAIL: PLANE@USEF.ORG

NO LATER THAN JULY 2, 2012



UNITED STATES EQUESTRIAN FEDERATION, INC. HORSE LOAN AGREEMENT

(Attachment B)

(Attachment B)
This agreement sets forth our mutual understandings regarding the loan of the horse(s) to the United States Equestrian Federation, Inc. (USEF) for the 2012 FEI World Para Equestrian Driving Championships for Singles. The loan period shall commence on the Nominated Entry date established by the Organizing Committee for the purpose of competing in the 2012 FEI World Para Equestrian Driving Championships for Singles Competition until the conclusion of the 2012 FEI World Para Equestrian Driving Championships for Singles.
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 USEF Code of Conduct; 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, and the observance of veterinary administration for all Team horses.
The USEF and the horse owner(s) understand that under all normal circumstances the horse(s) will be ridden/driven exclusively by Notwithstanding the foregoing, the Chef d'Equipe reserves the right to change the rider/driver/vaulter, if, in his/her opinion, the best interests of the USEF will be served by doing so, providing the change is not in conflict with FEI rules. Before making the change, the Chef d'Equipe will notify both the rider/driver/vaulter and owner(s) of the horse, or the owner(s)' representative.
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.
By signing this agreement the horse owner(s) certifies that they have read, understand and agree to the attached prize money policy for the above competition, if applicable.
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.
I have read and understand the Selection Procedure along with all of the attached documents. These include the Application, USEF Code of Conduct; USEF Release, Assumption of Risk, Waiver and Indemnification; and Horse Loan Agreement. I have completed these documents where required. By providing my handwritten or electronic signature below, I acknowledge the aforementioned and agree to be bound by the Selection Procedure, governing rules and jurisdiction stated in these documents, and I fully understand and accept my responsibilities as a participant in the 2012 FEI World Para Equestrian Driving Championships for Singles. I further understand and agree that an electronic signature is a legal and binding signature.
Owner Electronic Signature – Type Owner Name Owner Email Address



UNITED STATES EQUESTRIAN FEDERATION, INC. CODE OF CONDUCT

(Attachment C)

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 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 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 (FEI Statutes 002.1, GR121.12, 165). 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 Selection Procedure along with all of the attached documents. These include the Application, USEF Code of Conduct; USEF Release, Assumption of Risk, Waiver and Indemnification; and Horse Loan Agreement. I have completed these documents where required. By providing my handwritten or electronic signature below, I acknowledge the aforementioned and agree to be bound by the Selection Procedure, governing rules and jurisdiction stated in these documents, and I fully understand and accept my responsibilities as a participant in the 2012 FEI Para Equestrian World Championships for Singles. 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		



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

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

(Attachment D)

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 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 applicable Federation and FEI rules.

I have read and understand the Selection Procedure along with all of the attached documents. These include the Application, USEF Code of Conduct; USEF Release, Assumption of Risk, Waiver and Indemnification; Athlete Agreement and Horse Loan Agreement. I have completed these documents where required. By providing my handwritten or electronic signature below, I acknowledge the aforementioned and agree to be bound by the Selection Procedure, governing rules and jurisdiction stated in these documents, and I fully understand and accept my responsibilities as a participant in the 2012 FEI World Para Equestrian Championships for Singles. I further understand and agree that an electronic signature is a legal and binding signature.

Athlete Electronic Signature – Type Athlete Name	Athlete Email Address		
Owner Electronic Signature – Type OwnerName	Owner Email Address		
Parent/Guardian Signature – Type Athlete Name	Parent/Guardian Email Address		



United States Equestrian Federation, Inc. Code of Ethics Policy Board of Directors, Committee Members, and Exempt Staff (Attachment E)

As the guardians of the sport of equestrian in the United States, and because we operate in the public spotlight, we are expected to conduct our affairs in a manner consistent with the great trust that has been placed in us. This requires our behavior to conform to the highest ethical principles. See Bylaw 343 regarding Conflict and Duality of Interest. For these reasons, the United States Equestrian Federation, Inc. (USEF) requires its volunteers to conduct business with integrity, to maintain a standard of ethical conduct consistent with the regulations of all countries and jurisdictions in which USEF conducts business, and to be guided by the knowledge that we are guardians of equestrian sport and must maintain the values, spirit, and ideals of the sport and its part in the Olympic movement. Furthermore, because the appearance of impropriety can be just as damaging as actual impropriety, conduct which appears to be improper is also unacceptable. (See definitions below.) Accordingly, volunteers are required to comply with the following USEF Code of Ethics when representing or participating in USEF activities, selection procedures, or events:

- 1. Conduct all dealings with honesty and fairness.
- 2. Respect the rights of all employees and volunteers to fair treatment and equal opportunity, free from discrimination or harassment of any type.
- 3. Know, understand and comply with the laws, regulations, and codes of conduct governing the conduct of USEF competitions and business both domestic and foreign.
- 4. Ensure that all transactions are handled honestly and recorded accurately.
- 5. Protect information that belongs to USEF, its donors, sponsors, suppliers, employees and volunteers.
- 6. Avoid conflicts of interest, both real and perceived.
- 7. Never use USEF assets or information for personal gain.
- 8. Recognize that even the appearance of misconduct or impropriety can be very damaging to the reputation of the USEF, and act accordingly.



United States Equestrian Federation, Inc. Conflict of Interest Policy

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

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

EXHIBIT A

UNITED STATES EQUESTRIAN FEDERATION, INC.

DISCLOSURE AND AFFIRMATION STATEMENT

Disclosure

I have read carefully and fully understand the attached Code of Ethics and Conflict of Interest Policies of the United States Equestrian Federation, Inc. (USEF).

I am aware that if, because of any relationships, positions, or circumstances concerning me, I may have or appear to have a potential conflict of interest, I am required to list such relationships, positions, or circumstances on the annexed Exhibit B and, if applicable, C as the case may be, and to return the appropriate completed Exhibit(s) with this Disclosure and Affirmation Statement.

I understand that if I have any question in my mind whether I may have a potential conflict of interest, I should disclose that interest to USEF on the annexed Exhibit B and, if applicable, C. Any questions concerning USEF's Conflict of Interest Policy shall be referred to the USEF General Counsel for referral to the appropriate reviewing body.

Affirmation

I hereby affirm that I have received a copy of the USEF Code of Ethics and Conflict of Interest Policy (collectively the "Policies"), that I have read and understand the Policies, and that I agree to comply with the Policies. I further understand the duty to list all individuals, businesses and/or other entities that create or represent a potential conflict of interest on Exhibit B and, if applicable, C and to promptly update and amend Exhibit B and, if applicable, C.

I affirm that I have a continuing obligation to update Exhibit B and, if applicable, C.

Signature			
Print Name	 		
Date	 	2.1	

EXHIBIT B

UNITED STATES EQUESTRIAN FEDERATION, INC.

CONFLICT OF INTEREST DISCLOSURE STATEMENT

For all but Selection Matters

This Disclosure Statement must be submitted and updated as often as necessary to USEF. Refusal to provide the requested information or providing incomplete or inaccurate information may result in removal from office or Board membership, committee membership or employment.

1.	If you or any member of your immediate family is an officer, partner, director, trustee, owner or employee of any person or any entity which does business with USEF, please list the name and address of the entity(ies) and the nature of your relationship with said person or entity(ies), and describe the dealings. If none, please state "none."
2.	If you or any member of your immediate family holds an ownership interest in a closely-held company or other business entity, or at least a five (5%) percent ownership interest in any public company which does business with USEF, please list the name and address of the entity(ies), the nature of your relationship with said person or entity(ies) and describe the dealings. If none, please state "none."
3.	If you have any reason to believe that any of the persons or entities with which you or immediate members of your family are affiliated may have business dealings with USEF in the future, please list those entities and the nature of such dealings. If none, please state "none."

	Are you an employee or employer of another USEF Director or do you have any other business dealings or financial dealings with another USEF Director or any company or concern with which that Director is involved?
	Yes No
	If you have answered yes to the above, please provide the details as follows.
	If you or any member of your immediate family is an officer, partner, trustee, owner or part- or full-time employee (contractual or otherwise) of a Director of USEF or the entity owned or in which said Director has at least a five (5%) percent ownership interest, please list the name and address of the Director, the nature of your relationship with said Director(s) and describe the dealings. If none, please state "none."
5.	If there is any relationship or matter not disclosed above which might be perceived to compromise your obligations to USEF under its Conflict of Interest Policy or which may raise questions of a conflict between your duty and loyalty to USEF, your loyalty to any other entity and/or your economic self-interest, please indicate here what that relationship or matter is. If none, please state "none."
	·
5 .	Are you an officer, director or employee of any other amateur sports organization that is recognized as a national governing body by the United States Olympic Committee? If not, please state "no."
-	
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EXHIBIT C

UNITED STATES EQUESTRIAN FEDERATION, INC.

CONFLICT OF INTEREST DISCLOSURE STATEMENT FOR SELECTIONS

This form must be completed by all members of the International High Performance Committees and all members of any other Committees involved in selection matters.

Please list all relationships within the selection period with individuals, businesses and/or other entities that may create a conflict of interest or which you believe might create the appearance of a conflict of interest with any applicant horse, owner or rider or members of their families (attach additional sheets as necessary to make the disclosure complete). Please review the Conflict of Interest Statement attached to the Selection Criteria for additional information.

If you have no such relationships, please indicate "none."

	Individual/Entity with whom a conflict exists or may exist.	Relationship to the conflicting Individual/Entity and Nature of conflict.
	EXAMPLE: Jane Rider, applicant	EXAMPLE: My wife is her trainer.
1.		•
2.		
3.		
4.		
5.		
6.		
7.		
cons	tify that I have disclosed on this list and any a titute conflicts of interest or give the appearance criteria for the (nan	attachments hereto any and all situations that may nce of a potential conflict of interest in connection with (insert discipline) Selection Process ne of competition).
Signa	ature	
Print	Name	
Date		_

DECLARATION OF SCORES (Attachment F)

Score Total					
Cones					
Score Rank Cones	-				
Rank					
Score					
Dressage Test Score Rank Marathon					
Rank					
LEVEL OF COMPETITION COMPETITION HORSE					



UNITED STATES EQUESTRIAN FEDERATION, INC. (ATTACHMENT G)

Executive Committee

David O'Connor, President Chrystine Tauber, Secretary Bill Hughes, Treasurer Dr. Armand Leone, Jr., VP, High Performance Judith F. Werner, VP, Administration and Finance

Janine Malone, VP, FEI Affiliates

William Moroney, VP, National Affiliates

Alan Balch, USAE Trust

Jane Clark, USET Foundation
*Chris Kappler, AAC Rep
*Carol Lavell, Elected Athlete
*Phillip Dutton, Elected Athlete
Dr. C. Mike Tomlinson, At Large

Howard Simpson, At Large Chester Weber, At Large

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

High Performance Working Group

Dr. Armand Leone, Jr., Chairman

Lynn Seidemann

Linda Bibbler

*Devon Maitozo

*Hope Hand

Robert Costello

S. Tucker Johnson

Howard Simpson

Pete Kyle

Joseph Mattingley

*Hope Hand Joseph Mattingley
*Karen O'Connor George Williams
*Chris Kappler Anne Kursinski

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

Para-Equestrian High Performance Committee

*Barbara Grassmyer

*Hope Hand

Kim Kelly

Anita Owen

Sandy Rafferty

Melissa Ransehousen

Sharon Schneidman

*Lynn Seidemann

*Mary Woolverton

Hardy Zantke

Para-Equestrian Eligible Athletes Committee

*Barbara Grassmyer

*Hope Hand

*Rebecca Hart

*Lynn Seidemann

*Mary Woolverton

*Diane Kastama

*Cynthia Ruiz

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

2012 FEI World Para Equestrian Driving Championships for Singles Selectors

Sterling Graburn

Mike McLennan

Lisa Stroud

Hardy Zantke

*Meghan Benge

*Mary Woolverton (alternate)

Jennifer Matheson (alternate)

The Selectors are appointed by the USEF Executive Committee upon the recommendation of the USEF Para-Equestrian High Performance Committee and the USEF High Performance Working Group or its designees. Eligible Athletes indicated by *

ATHLETE AGREEMENT (Attachment H)

This Athlete Agreement ("Agreement") is entered into this day of
2012 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. Responsibilities of Athlete

- 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 bourne by USEF.
- 1.6 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. 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, Athlete shall wear only attire provided by or approved by USEF.

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 1 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 it 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 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), file 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 responsible 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.

3. <u>Term and Termination</u>

3.1 Term.

This Agreement shall be effective from January, 2012 through November 30, 2012.

3.2 <u>Termination</u>.

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 terminate 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</u> of <u>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>Superceding 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 supercede 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:

UNIT	TED STATES EQUESTRIAN FEDERATION
By:	
·	John Long
Its:	Chief Executive Officer

I have read and understand the Selection Procedure along with all of the attached documents. These include the Application, USEF Code of Conduct; USEF Release, Assumption of Risk, Waiver and Indemnification; Athlete Agreement and Horse Loan Agreement. I have completed these documents where required. By providing my handwritten or electronic signature below, I acknowledge the aforementioned and agree to be bound by the Selection Procedure, governing rules and jurisdiction stated in these documents, and I fully understand and accept my responsibilities as a participant in the 2012 FEI World Para Equestrian Driving Championships for Singles. I further understand and agree that an electronic signature is a legal and binding signature.

Athlete Electronic Signature - Type Athlete Name

Athlete Email Address