

SULLIVAN CANYON PRESERVATION ASSOCIATION
2016 RULE BOOK

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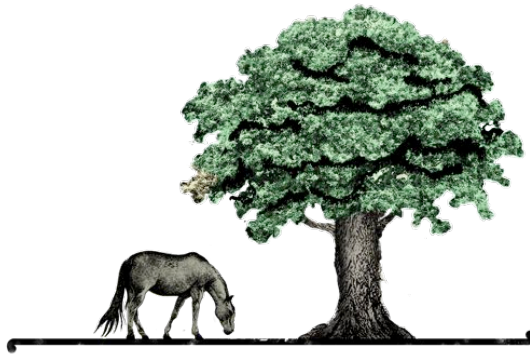
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SULLIVAN CANYON PRESERVATION ASSOCIATION **2016 RULE BOOK**

I. **INTRODUCTION TO THE SCPA**

The Sullivan Canyon Preservation Association is a California nonprofit public benefit corporation without members. SCPA has qualified as a charitable organization under section 501(c)(3) of the Internal Revenue Code.¹ SCPA exists to own and manage for the public benefit the open space located in Sullivan Canyon approximately one-quarter of a mile north of the intersection of Riviera Ranch Road and Old Ranch Road and extending between Old Ranch Road and Old Oak Road.

This Rule Book is intended as a resource available to all SCPA Site Users to help improve communications and to encourage a safe and community atmosphere for all to enjoy.

FROM TIME TO TIME, AND WITHOUT NOTICE, SCPA MAY, IN ITS SOLE DISCRETION, AMEND OR REVISE THIS RULE BOOK.

There are certain contractual and legal restrictions placed on SCPA and the Site. The Board will interpret the Rules contained herein in a manner that complies with existing restrictions and furthers the SCPA's charitable purpose.

While the SCPA preserves the Site as "Open Space," the organization owns it privately. As such, the SCPA reserves the right to ask any individual to leave the Site at any time for any reason or no reason whatsoever. The following is a general overview of the SCPA:

- A. **The SCPA Board:** The SCPA is governed by a volunteer board of directors of not less than five, nor more than eleven, members who are elected by the SCPA Board. Subject to any limitations in the SCPA corporate articles, Bylaws and any applicable laws, the activities and affairs of the SCPA are to be conducted and all corporate powers are to be exercised by or

¹ The SCPA's tax returns are available on-line at <http://www.guidestar-org> and other similar sites.

under the direction of the SCPA Board. The officers of the corporation shall be a President, a Secretary and a Chief Financial Officer.

1. The Bylaws provide that the SCPA Site is under a conservation easement in favor of the Mountains and Recreation Conservation, which may designate one of the SCPA's Board Members.
2. Trainers and Trainer Assistants actively Training at the Site are not eligible to serve as SCPA Board members.
3. A majority of the members serving on the SCPA Board must own or lease a horse that is kept at a location that permits it to be ridden to the SCPA Site and a majority of SCPA Board must reside within fifteen (15) driving miles of the SCPA Site.
4. Board positions are limited. However, the current SCPA Board is always looking for volunteers and often for new SCPA Board Members, so please get in touch if you would like to help in any way.

B. **SCPA Site:** The Landscape Design at the Site was provided by Griffith and Cletta. The design is intended to preserve native plants, minimize invasive species and conserve water by utilizing drought-tolerant plants, as well as creating rivulets to catch rainwater to add to the groundwater. The Site has been preserved as part of the Sullivan Canyon Community.

C. **Community Outreach:** The SCPA participates in the following community programs:

The SCPA Site is currently used every Thursday from 1 p.m. to 5 p.m. for "Ahead With Horses" (<http://www.aheadwithhorsesla.org>). Ahead With Horses provides disabled, disadvantaged, special-needs children with developmental therapy, education and recreation through horses and related experiences. Volunteers (human and equine) are welcome and needed. Please contact the SCPA Site Manager for more information.

1. SCPA hosts educational field trips to the SCPA Site for the Hoover Elementary School of the Los Angeles Unified School District. Again, volunteers are very welcome. Please contact the SCPA Site Manager or the SCPA Board if you would like to volunteer.
2. Also, the SCPA occasionally hosts play days or other community gatherings. Again, ideas and volunteers are welcome.

D. **Charitable Contributions:** Tax-deductible contributions can be made payable to "Sullivan Canyon Preservation Association." Your contribution goes to maintaining the Site and offering programs to less advantaged groups in the city of Los Angeles. If you wish to make a contribution, please fill out a "Charitable Contribution" form that can be obtained from the Site Manger. Any contribution of \$250 or more will be acknowledged by a letter from the SCPA. Your cancelled check is your receipt. SCPA appreciates your donation.

E. **Contact Information:** The SCPA can be contacted as follows:

1. The SCPA's business address is currently 321 South Beverly Drive, Suite M, Beverly Hills, California; phone (310) 556-0563; fax (310) 556-2924.
2. The SCPA Manager's office address is 1640 Old Oak Road, Los Angeles, California 90049; Telephone No. (310) 454-5905; Cellular Telephone No. (310) 401-0826.
3. The SCPA Board's email address is: SCPABoard@sullivancanyon.org and the Site Manager's email address is: sitemanager@sullivancanyon.org
4. For more information about the SCPA, please log onto the SCPA website at www.sullivancanyon.org.

II. **DEFINITIONS OF TERMS**

The following terms are used throughout the SCPA Rules, and have the following meanings:

- A. "Access" or "Equestrian Access" means that the Board has granted to a Site User the privilege to access the Site on a horse.
- B. "Board" or "SCPA Board" means the current Board of Directors of the SCPA.
- C. "Claim" means any and all losses, injuries, damages, claims, costs, liabilities, expenses, actions, and causes of action, of every nature, character and description whatsoever, whether foreseen or unforeseen, including, without limitation, personal injury, property damage, property loss, and wrongful death.
- D. "Guest Trainer" means a Site User who is invited to the Site by a Platinum Founding Rider to Train only that Platinum Founding Rider. Guest Trainers must be at least 18 years of age. Guest Trainers do not perform any services for the SCPA, nor are Guest Trainers employed by the SCPA. A Guest Trainer is prohibited from Training anyone at the Site other than the Platinum Founding Rider who invited Guest Trainer to the Site.
- E. "Horse Handlers" means any individual a Registered Rider designates to hold, lead, exercise, groom, or handle horses at the Site.
- F. "Horse Trading Activities" means commercial renting, selling or trading of equines, tack or other equipment.
- G. "Neighbors" means individuals who live or work in the vicinity of the Site.
- H. "Neighborhood" means the homes and properties located along Old Oak Lane, Old Ranch Road, Old Oak Road, Riviera Ranch Road, Melhill Way, and Mandeville Canyon Road up to Westridge Road.
- I. "Priority Times" means occasions the SCPA determines, in its sole discretion, that certain individuals with Training privileges will have priority in certain arenas over other individuals

with Training privileges. Priority Times are posted online at www.sullivancanyon.org and may also be obtained from the Site Manager.

- J. “Registered Rider” means an individual who has been granted Access from the SCPA to ride horses at the Site.
- K. “Registered Guest Rider” means an individual who rides at the Site as a guest of a Registered Rider.
- L. “Registered Horses” means a horse that has been granted access by the SCPA to be ridden at the Site.
- M. “Registered Non-Rider” is as person who is not a current rider at the Site but has been granted access from the SCPA to ride horses at the Site.
- N. “School Horses” means Registered Horses that are owned, leased or controlled by Trainer or Trainer Assistant, and on which the Trainer or Trainer Assistant Trains Registered Riders.
- O. “SCPA” means the Sullivan Canyon Preservation Association and its current Board of Directors, officers, and employees acting in their capacities as directors, officers or employees.
- P. “SCPA Release” means the “Agreement & Release From Liability” form that every Registered Rider and Guest Rider must read and sign before they begin riding at the Site.
- Q. “SCPA Rules” means the current rule book prepared by the SCPA outlining rules and regulations pertaining to the Site, which may be amended or revised from time to time by the Board.
- R. “Shared Priority Times” means those occasions the SCPA determines, in its sole discretion, that certain individuals with Training privileges will share a particular arena with other individuals with Training privileges. Shared Priority Times are posted online at www.sullivancanyon.org and may also be obtained from the Site Manager.
- S. “Site” means that certain real property owned by the SCPA including the property located at 1640 Old Oak Road, Los Angeles, CA 90049 and adjoining easement.
- T. “Site Employee” means any individual employed by the SCPA Board to work at the Site.
- U. “Site Manager” means any individual employed by the Board as the manager of day-to-day operations at the Site.
- V. “Site User” means any individual, including, but not limited to, Registered Riders, Registered Guest Riders, Trainers, Guest Trainers, Trainer Assistants, Horse Handlers, and Trainer-Controlled Parties, using the Site in a manner that is consistent with the SCPA’s charitable purpose and the SCPA Rules.

- W. “Train” or “Training” means a Trainer teaching horseback riding lessons to his or her Registered Rider clients at the Site in exchange for money or other consideration.
- X. “Trainer” means any individual who is an invitee to the Site, is at least 18 years of age, is a Registered Rider, has executed a Trainer Agreement, and is approved by the Board to Train at the Site. Trainer does not perform any services for the SCPA, nor is Trainer employed by the SCPA.
- Y. “Trainer Agreement” means the Trainer Agreement and Liability Release that every Trainer is required to execute prior to Training at the Site.
- Z. “Trainer Assistant” means an invitee to the Site who is at least 18 years of age, is a Registered Rider, and is approved by the Board to assist Trainer in Training at the Site.
- AA. “Trainer-Controlled Parties” means Trainer Assistant, Horse Handler, Trainer’s Registered Rider client and any other individuals who are present at the Site as a result of Trainer’s Training at the Site. In the event that Trainer uses a Trainer Assistant at the Site, then Trainer-Controlled Parties also means individuals who are present at the Site as a result of the Trainer Assistant’s Training at the Site.

III.
SITE USE IS A PRIVILEGE NOT A RIGHT

SITE USERS BE ADVISED THAT USE OF THE SITE, INCLUDING, BUT NOT LIMITED TO HAVING EQUESTRIAN ACCESS AND TRAINING AT THE SITE, IS A PRIVILEGE AND NOT A RIGHT.

THE SCPA HAS SOLE DISCRETION TO WITHDRAW ANY OR ALL PRIVILEGES IT HAS EXTENDED TO SITE USERS AT ANY TIME FOR ANY OR NO REASON.

IV.
INHERENT SITE-RELATED DANGERS

The Site contains numerous potential and actual hazards. SCPA does not guarantee that any portion of the Site will be maintained. SCPA does not guarantee the safety of the Site. The Site contains or is near many hazards including surface and subsurface conditions. These hazards and conditions include, but are not limited to, the following:

- A. Rough or uneven terrain with unstable soil;
- B. The proximity of earthquake faults;
- C. Trails that may or may not be maintained on a regular basis;
- D. Unsafe weather conditions (including, but not limited to rain, thunder, lightning, wind, and sudden temperature changes);
- E. No lighting in any of the arenas;

- F. Metal fencing, split rail fencing, swales for water runoff, metal jump cups, and solid and break-away fences for jumping;
- G. Mobile tractors, heavy equipment, motorized vehicles and bicycles;
- H. Domestic, feral or wild animals, reptiles or insects.
- I. Other horses and riders walking, jogging or riding, or other Site Users (adults and children) present throughout the Site;
- J. Eucalyptus trees, oleander, poison ivy, poison oak, and other potentially toxic plants; and
- K. SCPA Employees and contractors of the SCPA working at the Site doing gardening and other maintenance or improvement projects including, without limitation, trimming trees, weeding, painting, building fences and other activities that might, among other results, spook horses.

V.
INHERENT HORSE-RELATED DANGERS

Site Users will encounter horses at the Site. While domesticated, well-trained horses are usually obedient, docile and affectionate, it is important to understand that their survival instincts are what has allowed the horse to survive from prehistoric times to the present day.

- A. Horses are unpredictable by nature, with minds of their own, as are all animals, both domestic and wild. The horse is often somewhat high-strung or nervous by nature. Horses are extremely strong and physically powerful. Horses are extremely heavy, weighing from 600 to 1600 pounds on the average. These characteristics deserve a human being's utmost respect.
- B. When a horse is frightened, angry, under stress or feels threatened, it is his instinct to jump forward or sideways, to run away from danger at a trot or gallop of speeds up to 35 miles per hour.
- C. If a horse is frightened or feels threatened from behind, it may kick straight back sideways in either direction, or even forward with either of its hind legs with tremendous force.
- D. If a horse is frightened or feels threatened from above it or on its back, it may hunch its back and buck in a way that could throw a rider to the ground with tremendous force. A fall from a horse will usually be from a height of 3 to 6 feet.
- E. If a horse is frightened or feels threatened from the front, it may naturally react by rearing up with its front legs, strike with one or both front legs, bite with its teeth, throw its head up or from side to side, or run directly over whatever it fears in front of it.
- F. A human must always approach a horse calmly and quietly and cautiously, preferably from near its shoulder or lower neck, talking soothingly to it.

- G. Loud and/or sudden unexpected movements, dropping of objects near a horse, approaching vehicles or animals or people, ill-fitting equipment or physical pain can provoke a domesticated horse to react according to his natural protective instincts.
- H. The first signs of anger or fear in a horse are the sudden tensing of the muscles of the body, possibly laying its ears flat back against its head, or quickly tossing or raising its head or sudden snorting through the nostrils.
- I. A horse can see independently with each eye, actually looking in one direction with one eye and another direction with the other eye, or it can focus both eyes on one object somewhere in front of it; usually the direction the ear is pointing will tell an observer where the eye is looking on the same side, and consequently on what the horse is likely concentrating at that moment.
- J. A horse has two blind areas. It cannot see directly behind it, nor what it is eating. This is the reason it is best to approach a horse close to the shoulder, and never to surprise a horse from the rear, or to reach first for the horse's mouth.
- K. While a horse is very sure-footed by nature, it may accidentally step on an object such as a human foot when it is balancing itself or turning about. If a horse is ridden or worked on unstable ground or slippery grass or footing it can fall down, injuring a rider or handler.

VI. EQUESTRIAN ACCESS TO THE SITE

For safety reasons, equestrian activities at the Site are restricted to Registered Riders, Registered Guest Riders and Registered Horses. Registered Riders and Registered Guest Riders are granted Equestrian Access from the SCPA. Registered Riders pay fees for different kinds of Equestrian Access. The kind of Equestrian Access a Registered Rider has determines how much and when a rider can ride a horse at the Site. All horses at the SCPA Site must be Registered with, and pay appropriate fees to, the SCPA. The number of Registered Riders, Registered Guest Riders and Registered Horses that can use the Site is limited.

A. Equestrian Access to the Site:

1. **Registered Riders:** Equestrian Access is granted as “Full Access” or as “Limited Access,” and may be granted to Registered Riders and their Guests, as discussed below.
 - (a) **Registered Riders With Full Access to the Site:** These Registered Riders with Full Access may ride at the Site during all hours of operation. Registered Riders with Full Access include: Full Access Riders, Founding Riders, and Friends of the Canyon Riders.
 - (i) **Full Access Riders Benefits:** Full Access Rider benefits are as follows:

- (A) Full Access Riders may ride at the Site during all hours of operation.
- (B) Full Access Riders are granted fourteen (14) guest passes annually, but no more than ten (10) of those passes may be given to the same Guest Rider.
- (C) Full Access Riders may register as many horses to use at the Site as they pay for, at the current horse registration rate.
- (D) Full Access Riders continue to have full equestrian access to the Site as long as access fee payments are made in full at the time they are due (unless the Full Access Rider changes his or her status).
- (E) Full Access Riders may not sell or transfer their access to the Site except as follows:
 - 1) Full Access Riders in good standing may transfer their Access to the Site to an immediate family member (i.e., brother, sister, parent, child, spouse or domestic partner). This transfer may be done only once.
 - 2) For example, if Sue Smith decides to discontinue riding, she may transfer her Full Access Rider status to her daughter Mary for a fee (discussed below). Mary may not, however, transfer the Registered Riding status to her brother Jim or back to her mother Sue.
 - 3) If the transferring Full Access Rider wants to ride at the Site again, he or she will be required to reapply to gain Equestrian Access to the Site.

(ii) **Fees for Full Access Riders:** Fees may change at the discretion of the SCPA Board. Current fees for Full Access Riders are as follows:

Full Access Rider	Fee	Payment Schedule
Full Access initiation fee	\$3,500	One-time payment at time of acceptance as SCPA Registered Rider
Additional initiation fee for immediate family	\$1,000	One-time payment at time of acceptance as SCPA Registered Rider
Rider Fee	\$475	Billed bi-annually (Payments due April 30 and October 31)

- 1) The spouse or partner residing in the same residence, parents, children, and siblings aged eighteen (18) years or younger of a Full Access Rider are eligible to obtain Full Access to the Site upon the one-time payment of \$1,000 per individual. A divorced parent of children aged eighteen (18) years or older do not qualify for Full Access to the Site. Qualifying family members may obtain Full Access to the Site at any time as long as the first family member to obtain Full Access continues to qualify for it.
 - 2) For this purpose, a family consists of married or domestic partners residing in the same residence and their children (whether or not at the same residence) for whom at least one of them is the parent or legal guardian.
- (iii) **Founding Riders Benefits:**² At the time of purchase of the SCPA Site, several individuals and families became “Founding Riders.” These Founding Riders helped buy the SCPA Site and preserve it for all our use. Certain of these original Founding Riders became “Platinum” Founding Riders.
- (A) Founding Riders may register the number of horses specified in their original offering. As of May 1, 2007, Founding Riders may also register as many additional horses as they pay for, outside the original Founding Rider offering, at the current rate.³
 - (B) Founding Riders may ride at the Site during all hours of operation.
 - (C) Founding Riders receive up to ten (10) free guest passes each quarter (40 annually). However, upon expiration of founding status, which is described in the Founding Rider’s original offering, normal general guest pass protocols apply.
 - 1) As of May 1, 2007, Founding Riders may apply to receive up to fourteen (14) additional guest passes, for which they must pay the current guest pass fee.

² Please note that the Registered Riders referred to herein as “Founding Riders,” were previously referred to as “Founding Members” in earlier versions of the SCPA Rules.

³ Please note that Founding Riders may obtain their own original offering information from the SCPA, upon request.

- 2) There is no limit on the number of times guests of Founding Riders can ride at the Site as long as they are using Founding Rider guest passes.
- (D) In addition to the foregoing benefits, “Platinum” Founding Riders may be Trained at the Site by Guest Trainers without SCPA Board approval, as long as they comply with the following requirements:
- 1) The Guest Trainer must submit to the Site Manager no less than seven (7) days in advance of the requested Training dates a SCPA Guest Trainer Application.
 - 2) The Guest Trainer Application must include duly executed copies of the Agreement And Release From Liability Form and Proof of Insurance.
 - 3) A Guest Trainer will not be able to Train anyone at the Site other than the Platinum Founding Rider who invited the Guest Trainer to the Site.
 - 4) Guest Trainers will abide by the existing Ring Schedule and their training time must be approved by the Site Manager.
 - 5) Platinum Founding Riders must ensure that their Guest Trainers are familiar with the SCPA Rules, and abide by them.
 - 6) Should a Guest Trainer fail to abide by the SCPA Rules, the SCPA Board, at its sole discretion, may ask the Guest Trainer to leave the Site, and may not allow the Guest Trainer to return to the Site.
- (iv) **Availability of Founding Rider Access:** No one other than the individuals designated as Founding Riders at the time of purchase of the SCPA Site may become a Founding Rider. However, existing Founding Rider Access may be sold or transferred, as discussed below.
- (v) **Friends of the Canyon Riders Benefits:** In addition to Founding Riders, at the time of purchase of the SCPA Site, several individuals and families became “Friends of the Canyon Riders.” These Friends of the Canyon Riders helped buy the SCPA Site and preserve it for all our use.

- (A) Friends of the Canyon Riders may ride at SCPA Site during all hours of operation.
 - (B) Friends of the Canyon receive up to fourteen (14) guest passes annually, at the current rate, but no more than ten (10) of those passes may be given to the same Guest Rider.
 - (C) Friends of the Canyon may register as many horses as allowed under their original offering. Friends of the Canyon may also register as many additional horses as they pay for, outside the original Friends of the Canyon offering, at the current rate.
- (vi) **Availability of Friends of the Canyon Access:** The Friends of the Canyon access is currently not available, however, it may become available in the future:
- (A) From time to time the SCPA Board has offered, long-term Friends of the Canyon Rider Access, and at its sole discretion, may do so again.
 - (B) If the SCPA Board offers additional Friends of the Canyon Rider Access, it will offer the Access to existing Full Access Riders first, on a first come first served basis, and then to the individuals at the top of the waitlist, in order.
 - (C) The fee and terms of any future Friends of the Canyon Rider Access offering will be set at the SCPA's sole discretion at the time the offering is made.
- (vii) **Founding and Friends of Canyon Riders Access One-Time Only Sale or Transfer:** The original Founding and Friends of the Canyon Riders can transfer or sell their Access only once. Said transfer or sale must be offered through the SCPA, first to current Full Access Riders who have expressed an interest to the SCPA, and second to individuals on the waitlist, in order. Founding Riders and Friends of the Canyon Riders Access is not equity access. The Access may be sold only at a price that is not greater than the current value of the years remaining on the Access. Transfer of a Founding Rider Access requires payment to SCPA of \$5,000 by the recipient of the Access. Founding benefits (extra guest passes and gratis fees) are not transferable.
- (b) **Registered Riders with Limited Access to the Site:** Registered Riders with Limited Access may ride at the Site only at designated days and times, otherwise they may have access only with a guest pass. Registered Riders with Limited Access include: Student Riders, Off-Peak Riders, Scheduled Access Riders, and Summer Riders.

(i) **Student Rider Access:** A Student Rider is a Full Access rider who is a full-time student pursuing a graduate or undergraduate degree at a college or university campus. As Student Riders pursuing their education on a full-time basis cannot enjoy the full benefits of their Full Access status, they pay a reduced fee to Access the Site for the duration of their school year.

(A) **Student Rider Access Benefits:**

- 1) Student Riders are only allowed full Equestrian Access to the Site during Summer vacation, Thanksgiving, and winter and spring breaks.
- 2) Student Riders are provided fourteen (14) guest passes, but no more than ten (10) of those passes may be given to the same Guest Rider.
- 3) Full Access Registered Riders should inform the Site Manager if their status will change to Student Rider by September 1 of the first semester, so that the Full Access Registered Rider may be billed the Student Rider Access fee.

(B) **Student Rider Access Fee:** Student Riders pay \$600 for Access, billed bi-annually, with payments due April 30 and October 31 of each year.

(ii) **Off-Peak Riders Access:** Off-Peak Riders are permitted Access to the Site only during designated times.

(A) **Off-Peak Rider Access Benefits:**

- 1) Off-Peak Rider Access is as follows: Monday through Friday 7:00 a.m. to 3:00 p.m., 5 p.m. to dusk; Saturday after 2:00 p.m., and Sunday all day.
- 2) Off-Peak Riders may register horses to have Access to the Site during the off-peak times designated above.
- 3) Off-Peak Riders must maintain that status for a period of one (1) year. At the end of that one (1) year period, the Off-Peak Rider may request to be placed at the bottom of the waitlist for Full Access to the Site. Once the Off-Peak Rider reaches the top of the waitlist, her or she may become a Full Access Rider by paying the difference between the Off Peak Rider initiation fee and the Full Access Rider initiation fee.

- 4) Off-Peak Riders are provided fourteen (14) guest passes to be used during off-peak times, but no more than ten (10) of those passes may be given to the same Guest Rider.

(B) **Off-Peak Rider Fees:** The following fees apply to Off-Peak Access:

Off-Peak Rider	Fees	Payment Schedule
Off-Peak Access initiation fee	\$2,500	One-time payment at time of acceptance as SCPA Registered Rider
Additional initiation fee for immediate family ⁴	\$1,000	One-time payment at time of acceptance as SCPA Registered Rider
Rider Fee	\$475	Billed bi-annually (Payments due April 30 and October 31)

(iii) **Scheduled Access Rider:** Scheduled Access Riders are Registered Riders who are permitted Access to the Site upon the following terms:

(A) **Scheduled Access Rider Benefits:**

- 1) Scheduled Access Riders may Access the Site up to two (2) times per week, over a six (6) month season.
 - a) The Spring session runs from May 1st to October 31.
 - b) The Fall Session runs from November 1st to April 31st.
 - c) Scheduled Access Riders may only ride during the time slot designated to them by the SCPA Site Manager.
- 2) Scheduled Access Riders may be scheduled to Access the Site only during the following designated times: Sunday through Friday at 7:00 a.m. to 11:00 a.m., or

⁴ For this purpose, a family consists of married or domestic partners residing in the same residence and their children (whether or not at the same residence) for whom at least one of them is the parent or legal guardian.

11:00 a.m. to 3:00 p.m. On Mondays, Scheduled Access Riders may also be scheduled to Access the Site between 3:00 p.m. and 5:00 p.m.

- 3) On Monday through Friday and Sunday, no more than five (5) Scheduled Access Riders will be allowed Access to the Site in any designated four-hour time slot.

(B) **Scheduled Rider Access Fees:** The following Access fees apply to Scheduled Access Riders:

Scheduled Rider Access	Fees	Payment Schedule
Scheduled Rider Access	\$500/for 1 riding timeslot a week for a six-month period. \$1000 for 2 timeslots a week for a six-month period.	Payments are due upon application

(iv) **Summer Rider Access:** Summer Riders are allowed Equestrian Access to the Site according to the following terms:

(A) **Summer Rider Access Benefits:**

- 1) Summer Riders are allowed Full Access during the summer months. SCPA will, at its own discretion, specify the “Summer” dates each year.
- 2) Summer Riders may register a horse during the period of time the rider has Summer Rider Access.

(B) **Summer Rider Access Fees:** The following fees apply to Summer Access Riders:

Summer Rider Access	Fees	Payment Schedule
Summer Rider Access Fee	\$900	Payment is due before a Summer Rider first rides at the Site under this Summer Access Program.

(c) **Registered Riders Without Equestrian Access:** Registered Riders without Equestrian Access are Registered Non-Riders or Inactive Registered Riders. Registered Riders fall into these two categories if they cannot make use of their Equestrian Access at the Site, but want to maintain their ability to regain Equestrian Access without paying reinstatement fees or having to be put on the waitlist.

(i) **Two Categories:** There are (2) categories of Registered Riders without Equestrian Access:

(A) **Registered Non-Riders:** Full Access Riders who elect not to use Equestrian Access.

1) **Registered Non-Rider Benefits:**

- a) Registered Non-Riders do not have active riding privileges.
- b) Registered Non-Riders are allowed fourteen (14) guest passes, but no more than ten (10) of those passes may be given to the same Guest Rider.
- c) Registered Non-Riders may register as many horses as they pay for, at the current horse registration rate.

2) **Registered Non-Rider Fees:**

Registered Non-Rider Fees	Fees	Payment Schedule
Registered Non-Rider Rider Fee	\$250	Billed bi-annually (Payments due April 30 and October 31)

(B) **Inactive Riders:** Inactive Rider is a Full Access Rider or Off-Peak Rider who opts to give up riding and horse registration privileges for a period of one year because of a work or travel commitment that requires the Inactive Rider to move away from the area.

1) **Suspension of Access:** An Inactive Rider may suspend his or her Full Access or Off-Peak Access for a period of no more than one year, and thereafter may be reinstated. These Registered Riders must make a written request to SCPA Board to change their current rider status to Inactive Rider status. Inactive Rider status may be granted only once, and only for one (1) year.

2) **Inactive Rider Benefits:**

- a) Inactive Riders do not have active riding privileges at the Site.

- b) Inactive Riders are not eligible for guest passes.
 - c) Inactive Riders may not register a horse at the Site.
 - d) Inactive Riders may reinstate their original status by making a written request to the SCPA Board, and the SCPA Board approving the status change.
 - 3) Once an Inactive Rider's original Site Access has been reinstated, all applicable fees must be paid.
- (ii) **Regaining Access:** Registered Riders Without Equestrian Access may regain their Equestrian Access:
 - (A) Upon notification to the Site Manager of plans to regain Equestrian Access; and
 - (B) Upon payment of dues for regained Access.
- (d) **Registered Guest Riders:** These Registered Riders gain Equestrian Access for a day through the use of a guest pass. If the Guest Rider's sponsor is a Full Access Rider, the Guest Rider may ride at the Site at any time of the day. If the Guest Rider's sponsor is a Limited Access Rider, the Guest Rider may ride at the Site only at the times that the sponsor is allowed to ride at the Site.
 - (i) **Guest Rider Restrictions:**
 - (A) Guest Riders are allowed Access to the Site only for the day they have a guest pass.
 - (B) Excepting Guests Riders of Founding Riders, and irrespective from whom the Guest Pass is obtained, all other Guest Riders may not ride at the Site more than 10 times during the calendar year.
 - (C) It is the responsibility of the Registered Rider to notify the SCPA Manager, in writing one (1) hour in advance that a Guest Rider will be riding at the Site.
 - 1) The notice must set out the name of the guest, the name of the pass owner, and the date the guest plans to ride at the Site, and be placed in the box provided for such.

- 2) Additionally, the notice may be provided to the Site Manger by email, phone or in person. Failure to provide notice one hour or greater will result in a \$250 fine.
- (D) Before a Guest Rider may have Access to the Site, the Guest Rider must also sign the SCPA Release form and the guest fee must be paid either prior to, or at the time of, the guest ride.
 - 1) It is the responsibility of the Registered Rider to ensure that the SCPA Release is signed and the fee is paid to the Site Manager or placed into the lockbox at least one (1) hour prior to the Guest Rider riding at the Site. Faiiure to provide Release and Fee one hour or greater will result in a \$250 fine.
 - 2) Guest passes and SCPA Release forms are available in the mailbox next to the Site Manager’s office on the SCPA Site and also available on the website at www.sullivancanyon.org.
- (E) Trainers are allowed to Train Guests Pass Riders.

(ii) **Guest Pass Fees:** The following fees apply to Guest Riders:

Guest Pass Fee	Fees	Payment Schedule
Guest Pass Fee	\$30 per day	To be paid the day of pass
Fines for Not Paying for Guest Passes	\$250	The first failure to secure a guest pass for a Guest Rider will result in a \$250 file for the first violation.
	\$500	A second failure to secure a guest pass for a Guest Rider will result in a \$500 fine.
	Suspension	A third failure to secure a guest pass for a Guest Rider will result in a one week suspension of all the guest sponsor’s Site privileges.

- 2. **Registered Horses:** Registered Horses are horses that have Access to the SCPA Site.
 - (a) **Horses Allowed at the Site:** Riders with Equestrian Access must register all horses that will use the SCPA Site.

- (i) The following Horses are allowed at the Site:
 - (A) mares and geldings only;
 - (B) Registered Horses of Full Access Riders, Off-Peak Riders, Scheduled Access Riders, and Summer Access Riders;
 - (C) Registered Retired Horses are horses that are not being ridden at the Site:
 - 1) Retired horses of Registered Riders do not pay a fee to the SCPA for Access;
 - 2) Retired horses of non-Registered Riders pay a \$500 fee per retired horse per year
 - (D) Horses on two (2) week trials. Guest horses may be allowed at the Site for no more than fourteen (14) consecutive days so long as the SCPA Site Manager has been notified in writing prior to the guest horse's arrival. Non-registered horses remaining on Site after the trial period must be registered and a 6-month site-use fee must be paid.
 - (E) Non-Registered horses on Site during emergencies, approved by the Site Manager at the earliest opportunity.
- (ii) The following rules apply to Registered Horses used at the Site:
 - (A) The Registered Rider must notify the SCPA immediately upon the arrival of a new horse the Registered Rider intends to use at the Site, or upon the departure of an existing Registered Horse so that billing may be adjusted accordingly. Registered Riders must email the Site Manager regarding any changes in their Registered Horse status.
 - (B) If a Registered Rider with Access or Registered Non-Rider wish to remove one registered horse during a bi-annual period and substitute another horse in its place, he or she must inform the Site Manager by email of the name of the horse being removed and the name of the new horse. There shall be no charge for such substitution.
 - (C) Founding and Friends of the Canyon Riders should also keep SCPA advised of the horses they use at the Site. Founding and Friends Riders are to pay additional horse fees if the number of horses registered exceeds the original number agreed to.

(iii) The SCPA has sole discretion to withdraw or deny the registration of any horse for any or no reason.

(b) **Registered Horse Fees:** The following fees will be charged for Registered Horses:

Registered Horse Fees	Fees	Payment Schedule
Registered Horse for Full Access Rider	\$600	Billed bi-annually (Payments due April 30 and October 31)
Registered Horse for Off-Peak Riders	\$600	Billed bi-annually (Payments due April 30 and October 31)
Registered Horse for the Scheduled Access Rider	\$600	Payments are due upon application
Registered Horse for Summer Rider	\$350	Upon acceptance to Summer Program
Registered Rider's Retired Horses	\$0	
Non-Registered Rider's Retired Horses	\$600	Per horse, billed bi-annually (Payments due April 30 and October 31)
Horse on 2 week Trial Fees	\$0	
Fines for not registering Horses on trial	\$1200	Registered Riders riding unregistered horses for a period longer than 2 weeks will be charged Unregistered Horse fine.

3. **Horse Handlers:** Site Users who regularly handle horses for Registered Riders or Trainers must also register with the SCPA to use the Site.

(a) **Types of Horse Handlers:** Horse Handlers may use the turnouts, and longe or hand walk horses in a manner consistent with their Registered Rider's Site Access as follows:

(i) **Horse Handler for Full Access Riders:** May bring registered horses of Full Access Riders on the Site during Full Access hours.

(ii) **Horse Handlers for Limited Access Riders:** May bring registered horses of Limited Access Riders on the Site during the applicable Registered Rider's Limited Access hours.

(b) **Horse Handler Restrictions:**

(i) Horse Handlers must provide the Site Manager with a SCPA Release before handling horses at the Site.

- (ii) By allowing others to handle their horses on the SCPA Site, Registered Riders and Registered Horse owners agree to be held strictly liable for the consequences of their Horse Handler's activities at the Site.
 - (A) Registered Riders who allow others to handle their horses on the SCPA Site are responsible for ensuring that those Horse Handlers are knowledgeable about horses (or if not knowledgeable, are carefully instructed regarding horse safety and supervised).
 - (B) Registered Riders who allow others to handle their horses on the SCPA Site are responsible for ensuring that those Horse Handlers are familiar and comply with the SCPA Rule Book.
 - (iii) Horse Handlers may not Train at the Site. Horse Handlers may only help riders mount and dismount at the mounting block and directly escort the horse and Registered Rider to the Registered Rider's Trainer.
 - (iv) Unless a Horse Handler has Equestrian Access or has been provided with a Guest Pass, he or she may not ride horses at the Site.
- (c) **Horse Handler Fees:** There is no charge for horse handlers.

B. **Payment of Fees, Late Fees and Waivers:**

1. Registration Fees are due April 30 and October 31. Fees may be paid by check. If a check is returned for insufficient funds, SCPA will assume the Registered Rider is forfeiting his or her Access, and the Registered Rider and the Registered Rider's horse will be unable to use the SCPA Site.
2. Registered Riders are responsible for paying in a timely manner. A late payment fee of five percent (5%) will be assessed for every thirty (30) days payment is overdue. After thirty (30) days of non-payment, Access will be suspended until dues are paid in full. Access will be terminated after a hundred and twenty (120) days of non-payment.
3. SCPA Board may, in its sole discretion, waive fees or penalties.
4. Registered Riders whose Access has been suspended or terminated for non-payment of fees have eighteen (18) months within which to reinstate Access, subject to availability. The fee for reinstatement is payment to SCPA of all fees that would have been payable during the period of suspension or termination plus a reinstatement fee of \$3,500.
5. See section entitled "Penalties for Violations of SCPA Rules" for a further explanation of possible consequences of breaches.

- C. **Applying for Equestrian Access to the Site:** As part of its application to purchase and operate the Site, SCPA agreed to restrict Equestrian Access to the Site. The following application procedures to gain Equestrian Access are to be followed:
1. **Applying to be a Full Access Rider:** SCPA generally considers Full Access Rider applications in the order in which they were submitted.
 - (a) **Email Request:** All Full Access Rider applicants must send an email to the Site Manager at sitemanager@sullivancanyon.org. The email must include the following information:
 - (i) All contact information including address, email, and phone numbers.
 - (ii) The names of all Site Users who would like Equestrian Access, and in the case of minors, the names of at least one parent or legal guardian.
 - (iii) The birthdays of each minor applying for Equestrian Access.
 - (b) **Availability:** Equestrian Access will be offered based on availability.
 - (i) An applicant must respond to the SCPA's offer of Equestrian Access within two (2) weeks of receipt. If the offer is not accepted within the designated timeframe, the applicant has the option to either be taken off the waitlist altogether or to be placed at the bottom of it.
 - (ii) The SCPA is not responsible for maintaining a current list of address and contact information for applicants; rather, the applicant needs to advise the SCPA of any changes to his or her contact information.
 - (c) **Waitlist:** It is difficult to determine exactly how long it may take before an applicant is granted Equestrian Access. Applicants may email the Site Manager to inquire about their current status on the waitlist.
 - (d) **Priority:** Priority Equestrian Access is given to Neighbors, immediate family members of Registered Riders, and to riders of extraordinary applicable skills or those who help to best utilize the Site.
 - (i) **Neighbors:** Neighbors can gain instant Equestrian Access provided that they can show proof of residency or ownership of a home in the Neighborhood. To establish residency or ownership, the applicant must show the SCPA a current driver's license, and a utility bill with the applicant's name on it.
 - (ii) **Immediate Family Members of Registered Riders:** Once the Site Manager has been informed of a family member's desire to gain

Access, the family member of a Registered Rider is moved to the top of the waitlist. If space allows, the family member will be offered Access when the next Access offering is made. As used herein, family members means the a spouse or domestic partner residing in the same residence, parents, children, and siblings ages eighteen (18) years or younger.

- (iii) **Riders Who Help Best Utilize the Site:** The SCPA, in its sole discretion, may grant priority Equestrian Access to Registered Riders who help best utilize the Site.

- (e) **Acceptance of Full Access:** In the event that Equestrian Access is granted, applicants will be contacted directly by the Site Manager. Once contacted, the applicant must then immediately do the following:
 - (i) Complete and return to the Site Manager the Rider and Horse Registration Form.
 - (ii) Complete and return to the Site Manager the SCPA Release.
 - (iii) Pay the applicable Equestrian Access and horse fees.
 - (iv) At the same time the applicant registers for Full Rider Access, he or she may also designate family members' desired Access to the Site.
 - (v) An applicant cannot begin to use the Site for Equestrian Access, unless he or she is a Guest Rider, until the SCPA Manager provides written confirmation to the applicant that their registration is complete and they are considered "Registered." Receipt of the New Registered Rider Package, including a receipt verifying their Access and payment of fees, a copy of the SCPA Rules, and other pertinent documents, constitutes confirmation of Equestrian Access to the Site.

2. **Applying To Be A Limited Access Rider:** Applicants interested in gaining Equestrian Access to the Site as Summer Access, Off-Peak Riders or Scheduled Access Riders may submit an application, in writing, to the SCPA Manager to request use of the Site during the SCPA Limited Access times.

- (a) Applicants seeking Schedule Access may request it for one or two days per week (either an AM or PM timeslot) during each six month SCPA Scheduled Access session.
 - (i) If more applications are submitted than can be accepted, twice a year a drawings will be held to randomly schedule slots on a first drawn, first served basis. Applicants may also specify a second and third choice for each of the preferred weekly time slots. If the drawing dates fall on a weekend or legal holiday, they will take place on the

next business day. Time slots preferences are given in order of drawing.

(A) For the Fall Session, the drawing will be held on or about October 15th.

(B) For the Spring Session, the drawing will be held on or about April 15th.

(b) Applicants seeking Summer Rider Access may request it by submitting an application, in writing, to the SCPA Manager on or before April 30 of each year that Summer Rider Access is desired.

(c) Applicable Equestrian Access fees shall be deposited simultaneously with the application.

(d) If the available times are not acceptable to applicant, then a refund of the fees, less a \$25.00 processing charge, will be mailed to the applicant as soon as possible, but in no event later than two (2) weeks after the applicant's request for said refund.

(e) In the event that Limited Access is granted, applicants will be contacted directly by the Site Manager. Once contacted, the applicant must then immediately do the following:

(i) Complete and return to the Site Manager the Rider and Horse Registration Form.

(ii) Complete and return to the Site Manager the SCPA Release.

(iii) Pay the applicable Equestrian Access and horse fees.

(iv) An applicant cannot begin to use the Site for Equestrian Access, unless he or she is a Guest Rider, until the SCPA Manager provides written confirmation to the applicant that their registration is complete and they are considered "Registered." Receipt of the New Registered Rider Package, including a receipt verifying their Access and payment of fees, a copy of the SCPA Rules, and other pertinent documents, constitutes confirmation of Equestrian Access to the Site.

D. **Changing Equestrian Access to the Site:** Full Access Registered Riders may change their status to Non-Rider, Student Rider, or Inactive Riders, and a Non-Rider, Student Rider or Inactive Rider may change their status to Full Access Rider. If a Registered Rider wishes to change his or her Access to the Site, they are asked to please contact the Site Manager, in writing, and request the change.

VII.
RULES FOR ALL SITE USERS

For things to run smoothly, safely and economically, everyone using the SCPA Site must respect the interests of other Site Users. Safety must be the top priority at all times. Thus, the Board expects all Site Users to abide by the following rules:

- A. **Hours of Operation:** The Site is open daily from sunup to sundown.
- B. **Courtesy to Neighbors and Site Users:** The Site is located within a residential community. Please do not allow your activities at the Site to unduly interfere with the Neighbors' enjoyment of their own property. Treat all Site Users with courtesy and respect.
- C. **Dangerous Behavior:** If the SCPA Board determines, at its sole discretion, that a Site User is engaged in what it considers to be a dangerous activity, the SCPA Board may immediately suspend or terminate the Site User's privileges.
- D. **No Smoking:** There is no smoking at the Site. If a Site User is caught smoking at the Site, the Site User will be asked to leave the Site immediately, and will not be allowed to return to the Site for two (2) weeks.
- E. **No Open-Flame Cooking:** Absent written approval from the Board, there is no open-flame cooking permitted at the Site. A Site User may contact the Board to request written approval for an exception from this rule.
- F. **Children Must Be Supervised:** There is no one on duty at the Site to watch your children. The SCPA Site is full of potential dangers. Children under 13 must not be left unattended while at the Site. Site Users who bring children under age 13 to the Site must arrange for adequate supervision of those children with parent, guardian or other authorized adult.
- G. **Dogs Must Be Leashed:** Dogs are allowed at the Site subject to the following provisions:
 - 1. Dogs must be kept on leash at all times. Leashes are not to be longer than six feet (6"). Use of a leash that extends beyond six feet (6") is prohibited.
 - 2. **By bringing a dog to the Site, the Site User agrees to indemnify, defend and hold the SCPA harmless from and against all Claims, including, without limitation, reasonable attorneys' fees and costs, directly or indirectly arising out of or attributable to, in whole or in part, the dog's presence at the Site. The Site User also agrees to reimburse SCPA for any expenses incurred by it in connection with the dogs' presence at the Site.**
- H. **Keep Gates Closed:** Perimeter gates must be kept closed at all times. Arena gates must be closed when beginners are riding or when a horse is fresh. If you are not certain, close the Arena gate.

- I. **Keep the Site Clean:** Site Users must pick up after their dogs and discarded waste into the trashcans provided at various points at the Site. Site Users must clean their horse's manure out of the arenas as soon as possible, and the sun pens and from the tie-racks when you leave. Please place trash in the trashcans and bottles and cans in the blue recycle bins. If you see trash or recyclables left at the Site by others, please clean those up as well. Horses, people and dogs must stay out of planted areas. Violation of the foregoing will immediately result in a \$250 fine.
- J. **Lost and Found:** The SCPA does not take responsibility for any items left on the SCPA Site. There is, however, a Lost and Found next to the Site Manager's office. If you find an item (e.g., gloves, helmets, sweatshirts, etc.) on the SCPA Site, please turn them into the Lost and Found. The Site Manager will periodically donate or otherwise dispose of items left in the Lost and Found.
- K. **Bicycles and Golf Carts:** Absent written approval from the Board, bicycles, golf carts and gas-powered vehicles are not allowed at the Site.
- L. **Horse Trailers:** Absent written approval from the Board, horses may not be trailered onto the SCPA Site.
- M. **Parking at the Site:** The SCPA Site has limited parking areas. Therefore, Site Users can park at the Site subject to the following rules:
 - 1. Registered Riders must park where their horses are stabled rather than on the SCPA Site.
 - 2. Site Users should not take up more space than is needed to safely park their vehicle.
 - 3. In order to protect the trees at the Site, Site Users should avoid parking on tree roots.

VIII. **RULES FOR RIDERS**

Site Users with equestrian Access beware that you are riding at the Site at your own risk. Horseback riding is a dangerous sport, therefore, the SCPA strongly encourages people not to ride alone.

- A. **Riding on SCPA Site:** Absent Board approval, only current Registered Riders with Equestrian Access, in good standing, and registered Guest Riders may ride horses at the SCPA Site.
- B. **SCPA Agreement & Release From Liability:** Every Registered Rider with Equestrian Access and every Guest Rider must read and sign the SCPA Release. Prior to riding on the SCPA Site, the signed SCPA Release must be turned into the Site Manager, placed in lock box on Site, or emailed to the SCPA Board.
- C. **Protective Attire:** In order to reduce the potential for injury, the SCPA requires Registered Riders to wear protective attire while riding:

1. **Helmets:** All Registered Riders and Guest Riders must wear a well-lined ASTM F-1163-00/SEI-CERTIFIED helmet or equivalent protective head gear fastened securely under the chin while riding horses at the Site.
 2. **Hard-Soled Shoes:** All Registered Riders and Guest Riders are advised to wear hard-soled, fully enclosed shoes or boots, with socks, while working around or riding horses.
 3. **Long Pants:** All Registered Riders and Guest Riders are advised to wear long pants to protect their legs.
- D. **Children Riding at the Site:** No child under 13 may ride at the Site unless a parent, grandparent, legal guardian or Trainer is present. Parents are responsible for making sure their children comply with this rule. Further, Trainers must comply with their professional liability insurance carrier's age requirements for Training children.
- E. **Registered Riders' Employ of Trainers on Site:** Trainers are not employed by the SCPA, and operate strictly on an independent basis. The Trainers are allowed to Train at the Site, however, **the SCPA does not warrant their abilities or skills, nor does the SCPA recommend any of the Trainers to the Registered Riders.** The SCPA encourages Registered Riders and parents of Registered Riders to conduct their own due diligence with respect to the Trainers operating from the Site. To that end, Registered Riders and parents of Registered Riders are invited to watch the Trainers provide lessons to others to determine whether a Trainer's teaching methods, horsemanship and other values meet individual expectations.

IX. **RULES CONCERNING EQUINE WELFARE**

- A. **No Trailer-Ins:** Horses may not be trailered onto the SCPA Site without prior Board approval.
- B. **Illnesses:** Site Users must not bring horses with potentially communicable illnesses to the SCPA Site. Site Users must notify the SCPA Site Manager if they think a horse in the area of the Site may have or has been exposed to a communicable disease.
- C. **Equine Discipline:** The SCPA Board acknowledges that for horses to be safe, they must be consistently and fairly disciplined. However, all Site Users are expected to comply with the FEI Code of Conduct regarding the Welfare of the Horse, which provides as follows.
1. The Federation Equestre Internationale (FEI) expects all those involved in international equestrian sport to adhere to the FEI's Code of Conduct and to acknowledge and accept that at all times the welfare of the horse must be paramount and must never be subordinated to competitive or commercial influences.
 2. At all stages during the preparation and training of competition horses, welfare must take precedence over all other demands. This includes good horse management, training methods, farriery and tack, and transportation.

3. Horses and competitors must be fit, competent and in good health before they are allowed to compete. This encompasses medication use, surgical procedures that threaten welfare or safety, pregnancy in mares and the misuse of aids.
4. Events must not prejudice horse welfare. This involves paying careful attention to the competition areas, ground surfaces, weather conditions, stabling, site safety and fitness of the horse for onward travel after the event,
5. Every effort must be made to ensure that horses receive proper attention after they have competed and that they are treated humanely when their competition careers are over. This covers proper veterinary care, competition injuries, retirement and euthanasia.
6. The FEI urges all involved with the sport to attain the highest levels of education in their areas of expertise.

D. **Humane Treatment of Horses in All Competitions:** All SCPA Site Users are expected to also comply with the United States Equestrian Federation (NF) Statement Of Principle. The United States Equestrian Federation (USEF), the National Equestrian Federation of the United States, supports adherence to humane treatment of horses in all competitions under its jurisdiction. USEF is committed to:

1. Upholding the welfare of horses, regardless of value, as a primary consideration in all activities.
2. Requiring that horses be treated with the kindness, respect and compassion they deserve and never be subjected to mistreatment.
3. Ensuring that owners, trainers and exhibitors or their agents use responsible care in the handling, treatment and transportation of their horses, as well as horses owned and placed in their care for any purpose.
4. Providing for the continuous well-being of horses by encouraging routine inspection and consultation with health care professionals and competition officials to achieve the highest possible standards of nutrition, health, comfort, sanitation and safety as a matter of standard operating procedure.
5. Continuing to support scientific studies on equine health and stress-related issues.
6. Increasing education in training and horsemanship practices.
7. Requiring owners, trainers and exhibitors to know and follow their sanctioning organization's rules, and to work within industry regulations in all equestrian competitions.
8. Reviewing, revising and developing competition rules and regulations that protect the welfare of horses.

X.
RULES FOR USE OF SITE AREAS AND EQUIPMENT

- A. **Arena Use:** The following rules apply to the use of the Arenas at the Site:
1. **Priority for Lessons:** The SCPA has given Trainers certain times during which they have priority over other Trainers in certain arenas. A current schedule of these preferential times will be posted from time to time on the Google Calendar or White Board in the Site Manager's Office.
 2. **Registered Rider Use of Arenas During Lesson:** Registered Riders may ride in any Arena while lessons are being given to other students provided that the Registered Rider use all reasonable efforts not to interfere with the lesson being given, and ensure a safe environment for all Registered Riders and horses using the same Arena. For example, a Registered Rider must exit an Arena where a beginner or group lesson is being taught if the Registered Rider is on an excitable or untrained horse or is jumping high.
 3. **Arenas Designated for Different Levels of Riding:** Choose an area appropriate for your riding level and activity. Those jumping under 2'6" should jump in the Pony Arena.
 4. **Jump Maintenance:** A course with measured distances will be set and posted monthly at each jumping arena. A tape measure and a rake will be installed at each arena.
 - (a) Jumps must be left up and orderly.
 - (b) When a Registered Rider, Guest Rider, or a Trainer, moves a jump, or removes poles from a jump in the arena, that individual must return the jump to the original position prior to leaving the arena. Do not leave jumbles of poles on the ground.
 - (c) When a Registered Rider, Guest Rider, or a Trainer moves a cross-country jump, that individual must return the jump to its original position on the cross-country course.
 - (d) Please inform the Site Manager or maintenance crew of any broken fences.
 5. **General Arena Rules:** The general rules of arena safety and consideration should be followed whenever possible. By way of example only:
 - (a) Pass left hand to left hand.
 - (b) Keep horses one horse length apart.
 - (c) Where some riders in an arena are jumping and others are riding on the flat, the riders on the flat should keep on the rail.

- (d) Set yourself up to succeed by keeping your horse exercised regularly and by not riding your problem horse near beginning riders, green horses or other problem horses.
- (e) When beginning riders and experienced riders are in the same arena, experienced riders should look out for the beginners.
- (f) Unless it interferes with other users, please walk your horses off the rail.
- (g) If you see someone else having a problem with their horse, provide them with the time and space to fix the problem. By way of example, if a pony is about to buck off a child, please give up your turnout time so the pony can be turned out and the child will be safe. Similarly, if a young horse is being disciplined for bucking or rearing, please give the rider space to stay on and school for a reasonable period.

B. **Whips:** Cracking whips of any kind at the Site is prohibited.

C. **Sun Pen and Turnout Use:** The following rules apply to use of Sun Pens and Turnouts:

1. Horses may only be turned out in the sun pens (which must be cleaned and left in same condition after each use by the person who turned out the horse), Round Longeing Pen, and Sycamore Turnout.
2. Turnouts have priority in Sycamore Turnout and the Round Longeing Pen except on weekdays, between the hours of 3:00 p.m. and 5:00 p.m., during the school year. Turnouts are to use the Round Longeing Pen first, and then if it is occupied, the Sycamore Turnout. At any other time, Site Users are to check with the Site Manager before they turnout their horses.
3. Turnout is limited to 10 minutes when others are waiting.
4. Site Users must, at all times, supervise their horses when they are being turned out.
5. When turning out your horse, DO NOT compromise the safety of riders.

D. **Tying Up Horses:** Horse may only be tied at the tie-racks and in sun pens, and must not be left unattended

E. **Longeing, Long Lining and Working in Hand:** Horses may only be longed, long lined and worked in hand in the Round Longeing Pen, in the Sycamore Turnout, and (so long as it doesn't interfere with riders) on the track.

F. **Site Maintenance:** The following Site Maintenance rules apply:

1. **Footing:** All Registered Riders and Guest Riders must exit an arena immediately if it is being watered, dragged or upon the request of SCPA employees or volunteers.

2. **Rain Closures:** When there is a forecast of rain, the SCPA staff and volunteers will try to drag and seal all of the arenas and turnouts. The SCPA does its best to close the arenas as late as possible and to reopen them as quickly as possible. All this is done to protect the quality of the footing, which in turn protects your horses' legs, and allows horses safely to use the arenas again as soon as possible.
 - (a) If you do not ride in the arenas until the rain stops, the arenas will drain and dry faster. This will allow you to ride on safer, better quality footing.
 - (b) Only the Dressage Arena, Main Arena and Pony Ring are closed during the rains. They will be sealed and shut. Do not open or use them until they are opened by the Site Manager.

XI. **QUALIFICATIONS FOR TRAINERS**

In order to Train at the Site, Trainer and Trainer Assistants must meet the following qualifications:

- A. Trainers and Trainer Assistants must be at least 18 years of age.
- B. Trainers and Trainer Assistants must be Registered Riders.
- C. Trainers and Trainer Assistants must warrant and represent that they have never been convicted of a felony or crime involving moral turpitude.
- D. Within the last 2 years, Trainers and Trainer Assistants must have been certified in basic first aid and CPR.
- E. Additionally, Trainers must be members in good standing of the USEF. Trainers must additionally be members in good standing of relevant equestrian organizations and associations as follows:
 1. If Trainer is a hunter/jumper trainer, Trainer must be a member in good standing of the California Professional Horseman's Association and the Pacific Coast Horse Shows Association.
 2. If Trainer is a dressage trainer, Trainer must be a member in good standing of United States Dressage Federation and California Dressage Society.
 3. If Trainer is an eventing trainer, Trainer must be a member in good standing of the United States Eventing Association.

XII.
RULES FOR TRAINERS

In exchange for the privilege to Train at the Site, Trainer must do the following:

- A. **Trainer Agreement:** Trainer must provide a fully executed Trainer Agreement, “Acknowledgement of Receipt of the SCPA Rules,” and all applicable Attachments thereto, to the SCPA before Trainer may Train Registered Riders at the Site. A copy of the Trainer Agreement and Attachments may be obtained from the Site Manager or on the SCPA website at www.sullivancanyon.org.
- B. **Trainer Access Fee:** In exchange for the privilege to Train at the Site, and to help off-set the SCPA’s rising operation costs, Trainer must pay to SCPA an Trainer Access Fee. The current Trainer Access Fee is paid semi-annually and is based on days of ring time per week trainers may use for lessons. Trainers who have scheduled ring time for four or more days per week will pay \$1,750 semi-annually for a total of \$3,500 per year. Trainers who have scheduled ring time for three or fewer days per week will pay \$600 semi-annually for a total of \$1,200 per year. The arena schedule will be agreed upon by the trainers semi-annually, displayed on the white board by the Site Manager, and shared on the iCloud calendar created for the trainers.
- C. **Record Keeping Requirements:**
1. The Trainer must maintain the following records, and must be able to present them to SCPA for inspection within three (3) days of SCPA’s request:
 - (a) A current list of Registered Rider clients;
 - (b) A current list of School Horses;
 - (c) A current list of rates charged by Trainer for the Training services he or she offers at the Site. The Trainer must provide his or her rate list to the SCPA with the first week of each year, and thereafter must be able to present it to the SCPA within three (3) days of SCPA’s request. If the Trainer’s rates change during the year, Trainer must notify the SCPA within three (3) days of any rate change.
 - (d) A fully executed Agreement and Release from Liability for Trainer, Trainer’s Horse Handlers, Trainer Assistant, and Registered Rider clients or their parent or legal guardian, the requirement for which is discussed below.
 - (e) A copy of Trainer’s current insurance policies, the requirement for which is discussed below.
 - (f) A copy of Trainer and Trainer Assistant’s most recent CPR certification card.
- D. **Assume The Risk:** The Trainer expressly agrees to assume all risks associated with the use of the Site, including, but not limited to the following:

1. There are inherent risks associated with equine activities that may result in grave personal injury, including death, or property damage. Trainer expressly assumes any and all risks associated with participating in equine activities at the Site.
 2. The Site has many unknown hazards and risks, and that walking, horseback riding and other activities at the Site can result in personal injury, including death, or property damage to individuals using the Site. Trainer unqualifiedly agrees that Trainer enters the Site at Trainer's own risk, with full knowledge that multiple known and unknown hazards and risks exist.
 3. There is limited availability of emergency medical care at or near the Site.
 4. Trainer assumes the risk for all personal injury, including but not limited to wrongful death, or property damage to Trainer or to Trainer-Controlled Parties. It is solely Trainer's responsibility to inform Trainer-Controlled Parties of these risks.
 5. The SCPA does not guarantee that the Site or SCPA's equipment will be available to Trainer, or that the Site will be maintained in any fashion or free of hazards. SCPA does not guarantee the safety of the Site.
 6. SCPA shall not be responsible for the theft, loss, damage or disappearance of Trainer's tack, equipment, or any other property brought to the Site. Trainer may not store any personal property on the Site without the approval of the Site Manager.
- E. **Provide Signed Releases:** Trainer must sign the "Agreement And Release From Liability" before Training at the Site. Trainer must ensure that Trainer's Horse Handlers, Trainer Assistants, and Registered Rider clients also sign the SCPA Release, as follows:
1. Trainer must ensure that Trainer Assistants and Horse Handlers sign the SCPA Release before they begin working for Trainer at the Site.
 2. Trainer must ensure Registered Ride clients, or the parents or legal guardians of minor Students, sign the SCPA Release before Trainer begins Training them at the Site.
- F. **Obtain Insurance:** Prior to Training at the Site, Trainer must obtain the following insurance:
1. **Professional Liability Insurance:** Professional Trainer's liability insurance, with an A+ rated insurance company, in the amount of at least one million dollars (\$1,000,000) per occurrence and at least two million dollars (\$2,000,000) overall insurance coverage, at Trainer' sole expense, which Trainer must maintain throughout the Term of this Agreement:
 - (a) Trainer must ensure that the professional Trainer's liability insurance policy lists SCPA and any Trainer Assistant, Horse Handler and any other Trainer employee as additional insureds.

- (b) Trainer must disclose this entire Agreement to Trainer's insurance company before Trainer's professional liability policy is issued.
- (c) Trainer must comply with all provisions, exceptions, limitations, exclusions or requirements contained in Trainer's professional liability policy (e.g., if the Trainer's policy does not cover Trainer if Trainer teaches children under 7, or if Trainer's policy does not cover Trainer for teaching jumping lessons, then the Trainer may not teach children under 7 or teach jumping lessons). Trainer must also ensure that any Trainer Assistant complies with all provisions, exceptions, limitations, exclusions or requirements contained in Trainer's professional liability policy.
- (d) Trainer must provide SCPA with a copy of Trainer's professional liability policy and copy of the Additional Insured Certificates of Insurance naming SCPA and any Trainer Assistant, Horse Handler or any other Trainer employee as insureds before Trainer begins Training at the Site.

2. ***Workers' Compensation Insurance:*** If Trainer employs Trainer Assistants, Horse Handlers or any other employees who work for Trainer at the Site, then Trainer must maintain a standard policy of workers' compensation insurance for their benefit. Prior to Training at the Site, Trainer must provide to SCPA documentation confirming Trainer has obtained the required workers compensation coverage for the benefit of Trainer's employees.

G. **Cancellation of Insurance:** In the event that Trainer wishes to cancel any of the insurance described above, Trainer must provide SCPA written notice of Trainer's intent to cancel coverage 30 days before the cancellation becomes effective. In the event that Trainer receives notice that Trainer's insurance company intends to cancel or not renew, or has cancelled or not renewed, any of Trainer's insurance coverage, Trainer must notify SCPA of the insurance company's cancellation or non-renewal as soon as practicable but no later than 5 days after Trainer receives notice of the insurance company's intent.

UNDER NO CIRCUMSTANCE CAN TRAINER OR ANY TRAINER ASSISTANT TRAIN STUDENTS AT THE SITE WITHOUT THE INSURANCE COVERAGE DESCRIBED ABOVE.

H. **Indemnify SCPA:** As a part of the consideration for SCPA allowing Trainer the privilege of Training at the Site, and further allowing Trainer to use Horse Handlers, Trainer Assistants and other Trainer-Controlled Parties to further Trainer's Training business, Trainer agrees to defend, indemnify and hold SCPA harmless from any and all liability, damages, claims, demands, and costs (including but not limited to attorneys' fees and court costs) of any type or nature arising out of any Training at the Site or any other activities of Trainer or Trainer-Controlled Parties, except as prohibited by law, including without limitation (1) any claims relating to the injury or death of Trainer, Trainer Assistant, Horse Handler, any Registered Rider, any Guest Rider, any Trainer-Controlled Parties, any third

parties, any Site User, any horses being ridden by or ridden under the supervision of Trainer or Trainer Assistant, any horses being handled by a Horse Handler, or any animals or pets owned or controlled by Trainer or Trainer-Controlled Parties; or (2) any claims of property damage or loss arising from Trainer's or Trainer-Controlled Parties' use of the Site. Additionally, Trainer agrees to be jointly and severally liable with Trainer-Controlled Parties and any other responsible parties for the same.

- I. **Demonstrate Professional Behavior and Knowledge of Horsemanship:** Trainer must behave in a professional manner and to demonstrate knowledge of horsemanship, and must ensure that any Trainer Assistant and Horse Handlers Trainers uses also behave in a professional matter and demonstrate knowledge of horsemanship.
- J. **Use the Site In A Manner Consistent With SCPA Requirements:** Trainer must use the Site, and further must ensure that Trainer Assistants and Horse Handlers use the Site, in a manner that is consistent with the following:
 1. Due to Site limitations, Trainer will not Train more than 25 Students (inclusive of Registered Riders and Registered Guest Riders) at the Site in any 6 month period. In order for SCPA to ensure compliance with limitations, within 3 days after a request from SCPA, Trainer will give the SCPA written notice of the identity of Registered Rider clients and of the horses owned or leased by them and ridden at the Site.
 2. Trainers will not use more than on Trainer Assistant, and the selected Trainer Assistant must be approved by the SCPA Board.
 3. Trainers must make all reasonable efforts to reschedule their personal affairs so as not to be unavailable to Train their Registered Rider clients. A written request for to allow a Trainer Assistant to substitute Train Registered Rider clients for Trainer must be sought at least 48 hours prior to the lesson. In the event of a medical or personal emergency, however, a Trainer may seek and receive verbal authorization from the Site Manager to have a Trainer Assistant substitute Train at the Site.
 4. Absent the Board's written approval, Trainer may not employ more than five (5) School Horses at any one time. If Trainer Assistant owns one or more School Horses, this limitation will apply to Trainer and Trainer Assistant collectively, i.e., the overall number of School Horses between the two individuals will be five (5).
 5. Trainer or Trainer Assistant will not use or authorize the use of the Site for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance near, upon or about the Site.
 6. Trainer or Trainer Assistant will neither personally smoke nor allow Trainer-Controlled Parties to smoke at the Site.
 7. Trainer or Trainer Assistant will not cook or allow Trainer-Controlled Parties to cook with an open flame at the Site without Board approval.

8. Trainer or Trainer Assistant will close gates immediately after entering and exiting through them and will instruct Trainer-Controlled Parties to do the same.
9. Trainer or Trainer Assistant will only tie horses or permit Trainer-Controlled Parties to tie horses in the sun pens and at the tie racks and will clean manure left by the horses in those areas.
10. Trainer or Trainer Assistant will repair any fencing damaged by horses and fill any holes dug by horses while said horses are in the care of Trainer or Trainer Assistant or Trainer-Controlled Parties.
11. Trainer or Trainer Assistant will use all reasonable efforts to stay out of and to keep Trainer- Controlled Parties, horses and dogs in Trainer's or Trainer Assistant's care, out of planted areas.
12. Trainer or Trainer Assistant will leave, and will instruct Trainer-Controlled Parties to leave, the jumps up and in an orderly manner. If Trainer or Trainer Assistant wishes to use or set trot poles or caveletties in the Main Arena or Pony Arena, jumps must be returned to a fully set position prior to the end of Trainer's or Trainer Assistant's time in the applicable arena.
13. If Trainer or Trainer Assistant uses or sets caveletties, poles or any other form of jump or obstacle in any location on the Site except in the Main Arena or Pony Arena or on the track between the Main Arena and the Dressage Arena on the south (Dressage Arena) side of the track, Trainer or Trainer Assistant will remove said caveletties, jumps, poles, or other obstacles and neatly return the same to their proper location. If Trainer or Trainer Assistant is unsure where such a piece of equipment belongs, Trainer or Trainer Assistant will consult with the Site Manager. If the Site Manager is unavailable, and Trainer or Trainer Assistant does not otherwise know where the equipment belongs, Trainer or Trainer Assistant will place such piece of equipment neatly next to the Site Manager's office.
14. Trainer will at no time place such caveletties, poles, jumps or other obstacles in the landscaped planting on the Site.
15. Trainer or Trainer Assistant will not place caveletties, poles, jumps or other obstacles on the track outside the arenas in a way that blocks the track or otherwise prevents horses from being ridden on the track next to said obstacles.
16. Trainer or Trainer Assistant will not use and will not permit Trainer-Controlled Parties to use the Site for Horse Trading Activities.
17. Trainer or Trainer Assistant will inform the Site Manager of the names of any Horse Handlers and will ensure that Horse Handlers:
 - (a) Sign the SCPA Release form;

- (b) Are knowledgeable about horses (or if not knowledgeable, are carefully instructed regarding horse safety and are carefully supervised);
 - (c) Are familiar with the SCPA Rules and comply with them; and
 - (d) Treat everyone at the Site with courtesy and respect.
18. Trainer will not Train, and will not allow Trainer Assistant to Train, individuals at the Site who are not Registered Riders or Guest Riders. Before training any individual, Trainer will obtain confirmation from Site Manager that the individual is a Registered Rider or Guest Rider who has signed all required releases and paid all required fees.
 19. Before Training any individual who is a Guest Rider, Trainer will obtain confirmation from Site Manager that name of the Guest Rider and the name of the Guest Rider's horse, and the date on which the Registered Guest Rider is riding has been provided to the Site Manager. Trainer is to have the Guest/Horse Form completed and submitted to the Site Manager before the Guest Rider uses the Site.
 20. Trainer will not bring or authorize the bringing of any horse onto the Site which is not registered with the SCPA without the approval of the Site Manager or the Board; except that, a Registered Rider may have any one guest horse at any one time on the Site for no more than fourteen (14) consecutive days so long as the Registered Rider has notified the Site Manager in writing prior to the guest horse's arrival.
 21. SCPA may, at its sole and exclusive discretion but without any obligation to do so, attempt to contact Trainer should SCPA in its sole discretion determine that medical treatment in the form of veterinary care or blacksmith care is or may be needed for horse(s) owned by or in the control of Trainer or Trainer-Controlled Parties. In addition, SCPA is authorized, but not obligated to, secure veterinary and blacksmith care for the health and well-being of said horse(s). All costs of such care secured by SCPA shall be paid by Trainer within fifteen (15) days from the date Trainer receives notice thereof, or SCPA may, as Trainer's agent, arrange direct billing to Trainer.
 22. Trainer agrees to notify SCPA of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Trainer in the event of an emergency. In the event Trainer departs for vacation or is otherwise unavailable, prior to his/her departure, Trainer shall notify SCPA as to what party is authorized to make decisions in the Trainer's place with regard to the health, well-being, and/or medical treatment of any horse(s) owned by or in the control of Trainer or Trainer-Controlled Parties.
 23. If Trainer brings a dog or other non-equine animal to the Site, Trainer agrees to keep such animal on a six foot (6'') leash or in a crate, and under Trainer's immediate control. Trainer will not let such animal loose at the Site at any time for any reason. Trainer agrees to pick up such animal's feces and deposit the same in the containers provided.

24. Trainer will not use the Main Arena to teach Students who are jumping under 2'6" except in group lessons where the majority of Students are jumping at least 2'6".
25. Trainer will not longe, long line or ground drive a horse or allow Trainer-Controlled Parties to longe, long line or ground drive horses on the Site except:
 - (a) In the Round Pen, Track and Sycamore Arena; or
 - (b) To longe a Student on a horse in any arena for no more than 10 minutes ONLY IF
 - (i) Said Longeing does not interfere with the use of the arena by others; and
 - (ii) Trainer has received the verbal permission of any other riders using the arena at that time; and
 - (c) Either (i) Trainer believes that the rider's safety is otherwise at risk, or (ii) it is part of a riding lesson, or (iii) Trainer may long line or ground drive in the Pony Arena, but only on the straight away (with occasional circles) and only if no other horses and riders are in the Pony Arena or waiting to use the Pony Arena.
26. Trainer will promptly exit an arena that is being watered or dragged by SCPA employees or volunteers and will require Trainer-Controlled Parties to do the same.
27. Trainer will not open or use any arena that is closed prior to, during, or after rain without the Site Manager's permission.
28. If the Board approves the use of a golf cart at the Site, then Trainer will only allow golf carts under his/her ownership or oversight to be driven on the Site or in areas adjacent to the Site by Trainer-Controlled Parties with a valid driver's license. Golf cars must move in a slow, cautious manner and with a view toward not spooking horses or interfering with traffic. No one shall operate a golf cart with a child on their lap, or with a child standing in the cart, or with a child seated anywhere but on the designated seat of the cart.
29. If the Board approves the use of a bicycle at the Site, then Trainer will only allow bicycles under his/her ownership or oversight at the Site to be ridden slowly, cautiously, and with a view toward not spooking the horses.
30. Trainer will not leave or allow Trainer-Controlled Parties to leave horses unattended at the Site.
31. Trainer will not turn out or allow Trainer Assistant, or Horse Handler, or other Trainer-Controlled Parties to turn out horses in any approved turn out arena (i.e., the Round Longeing Arena, the Sycamore Arena, etc.) for more than ten (10) minutes if someone else is waiting.

32. Trainer will not, and will not allow Trainer-Controlled Parties to, disturb, annoy, endanger, inconvenience or interfere with SCPA Parties, Neighbors or other Site Users.
 33. If Trainer has any disability or impairment which prevents him/her from executing any of the obligations required of him/her under the Trainer Agreement, Trainer must arrange for a Trainer Assistant or Student to be present to assist him/her in fulfilling all his/her obligations under this Agreement in the time and manner required. (For example, any Trainer who is physically unable to lift jump poles, clean up horse feces, or any other required task, must arrange for a Trainer Assistant or Student to do so whenever Trainer is engaged in Training at the SCPA Site.) SCPA employees will not fulfill these obligations for Trainer; and failure to fulfill these obligations may result in suspension or revocation of Training privileges. Any Trainer Assistant or Student retained by Trainer to assist with these obligations will do so at trainer's expense, if any.
- K. **Adhere to Arena Times:** Trainer's use of the Site arenas is subject to SCPA's determination of Priority Times and Shared Priority Times.
1. Trainer will cooperate, and shall ensure that Trainer-Controlled Parties cooperate, with the other individuals Training and taking lessons in arenas during Priority Times and in shared arenas during Shared Priority Times. Without limiting the foregoing, Trainer must use, and must cause Trainer Assistant to use, best efforts to coordinate with other individuals with Training privileges to maintain safety, and so that all Registered Riders and Guest Riders being trained in an arena during Shared Priority Times can get the full benefit of each training session.
 2. Trainer will promptly and courteously cease Training in an arena, and will cause Trainer Assistant to do the same, once Trainer's Priority Times or Shared Priority Times have expired.
 3. Trainer will promptly and courteously cease Training in an arena, and will cause Trainer Assistant to do the same, if, the Site Manager, in his or her sole discretion, determines that Trainer's or Trainer Assistant's presence in the arena is unsafe or disruptive.
- L. **Trainer Must Limit Commercial Activity at the Site:** Trainer, Trainer Assistant and Horse Handlers must limit the commercial activity at the Site solely to Training. Trainers are not to advertise any other commercial activities at the Site in any manner. Trainers are not to solicit any Registered Riders to Train with them.

XIII. **RULES FOR ASSISTANT TRAINERS**

- A. Trainer Assistants may not run their own businesses at the SCPA Site.
- B. Trainer Assistants may only Train at the Site as follows:

1. Trainer Assistants may substitute Train for a Trainer only when the Trainer is unavailable due to illness, jury duty, vacation, eventing, or detained by a medical or personal emergency. If the Trainers is unavailable to Train Students, then Trainer must request and receive authorization from the Site Manager before the Trainer Assistant may Train Trainer's Students. Trainer Assistants may not substitute Train Students more than twenty-four (24) times in any twelve-month (12) period absent express written authorization from the SCPA Board.
 2. A Trainer Assistant may assist more than one Trainer, however no Trainer Assistant may substitute Train more than twenty-four (24) times in any twelve-month (12) period absent express written authorization form the SCPA Board.
- C. Trainer Assistants may assist Trainers with group lessons as follows:
1. A Trainer Assistant may assist his or her Trainer with a group lesson of two (2) or more students only when no other Trainer is teaching in the same arena. But under no circumstances may a Trainer Assistant teach a lesson or lesson plan that is separate from the lesson or lesson plan being taught by the Trainer.
 2. If another Trainer requests to share an arena in which a Trainer Assistant is assisting Trainer with a lesson, the Trainer Assistant may not continue assisting Trainer with the lesson. Trainer Assistant may remain in the arena only to set or reset fences or to pick up manure.
 3. Even when multiple Trainers are Training in the same arena, a Trainer Assistant may set or reset fences and pick up of manure.
- D. A Trainer Assistant may take a Trainer's Registered Rider clients on a trail ride before or after a lesson.
- E. Trainer will insure that his or her Trainer Assistant follows and complies with the other SCPA Rules, and further complies with the terms of the Trainer's Trainer Agreement and Liability Release.

XIV. **PENALTIES FOR VIOLATIONS OF SCPA RULES**

The SCPA expects all Site Users to abide by the SCPA Rules and to regulate their personal behavior in conformity with these Rules.

The SCPA has the right to withdraw use privileges, including, but not limited to Equine Access and Training Privileges, at any time for any or no reason.

The SCPA Board can also assess penalties against Site Users if SCPA determines, in its sole discretion, that a Site User has violated SCPA Rules. The SCPA has no obligation to investigate whether an actual violation of the SCPA Rules took place, and may, in its discretion, rely solely on the claims of other Site Users that an SCPA Rule was violated.

Penalties can include, but are not limited to, warnings, fines or the suspension or termination of Equine Access, suspension or termination of Training privileges, or the suspension or termination of using the Site for any purpose.

A. **Violations:** In the event that the Board determines that you have violated one of the SCPA Rules, you will receive a Notice of Violation from the Board that explains the nature of your violation, and the Board's resulting action against you, which can include the following:

1. **Warning:** In response to a first violation of any SCPA Rule, the Board will issue a Notice of Violation in the form of a written warning advising you that any additional violation of SCPA Rules may result in the SCPA levying a monetary fine against you, or the suspension of your riding/training privileges.
2. **Fine:** In response to a second violation of any SCPA Rule, the Board will issue a Notice of Violation and will levy a fine.
 - (a) The fines assessed against Registered Riders for specific violations are as follows:
 - (i) Failure to Pay Rider Registration Fees will result in a fine of five percent (5%) of the registration fee assessed for every thirty (30) days payment is overdue. After thirty (30) days of non-payment, Access will be suspended until dues are paid in full. After a hundred twenty (120) day period, Access will be terminated.
 - (ii) Failure to Pay Horse Registration Fees or riding unregistered horses on Site will result in a fine of \$1,000, which is twice the normal 6-month horse registration fee.
 - (iii) Failure to Pay Trainer Access Fees may, at the SCPA Board's sole discretion, result in suspension or termination of Training Privileges.
 - (iv) Failure to Pay for Guest Passes for a Registered Guest Pass Rider will result in a \$60 fine.
 - (v) Failure to Secure a Guest Pass for a Guest Rider will result in a \$250 fine for the first violation, a \$500 fine for the second, and a one-week suspension of all Site privileges for the third violation.
 - (vi) Failure to Submit a Guest Trainer Application will result in a \$250 fine for the first violation, a \$500 fine for the second, and a one-week suspension of all Site privileges for the third violation.

(vii) Any Trainer who exceeds his or her allotted Trainer Assistant authorizations in any calendar year will be subject to a \$250 fine for the first violation, a \$500 fine for the second violation, and one-week suspension of all Site privileges for the third violation.

(b) The SCPA may change the fines it levies at its sole discretion, with or without notice.

(c) Fines are due within 15 calendar days of the date of a Notice of Violation. Checks should be made payable to "Sullivan Canyon Preservation Association."

(d) Should you fail to (1) pay the fine, or (2) fail to contact SCPA to discuss the matter, your riding/training privileges will be suspended for the number of days the SCPA Board deems appropriate, beginning at midnight on the 15th day after the date of this Notice of Violation.

3. **Suspension or Termination of Site Use Privileges:** In response to a third violation of any SCPA Rule, Site use, Equestrian Access and/or Training privileges will be suspended for the number of days the SCPA Board deems appropriate.

B. **Immediate Fine Without Prior Notices of Violation:** In certain circumstances, determined solely by the SCPA Board, Site Users will levy a fine without prior notice.

1. The circumstances warranting the immediate levy of a \$250 fine include, but are not limited to, the following:

(a) Failing to close a perimeter gate, which are to be kept closed at all times; and

(b) Failing to close an arena gate when beginner are riding or when a horse is fresh.

2. The circumstances warranting the immediate levy of a \$2,500 fine include, but are not limited to, a Trainer's failure to accurately and fully report to the SCPA Board the gross monthly income Trainer derives from Training at the Site. Inaccurate reporting of monthly income may also result in the suspension or termination of Training Privileges, at the SCPA Board's sole discretion.

C. **Immediate Suspension of Privileges Without Prior Notices of Violation:** In certain circumstances, determined solely by the SCPA Board, use privileges at the Site will be immediately suspended. The circumstances warranting immediate suspension of privileges include, but are not limited to, the following:

(a) Failing to provide SCPA with a fully executed Agreement And Release From Liability prior to riding at the Site, will result in the Registered Rider's suspension of Equestrian Access to the Site until a fully executed Agreement and Release From Liability form is provided to the SCPA.

- (b) Allowing a Guest Trainer to Train on the Site or a Guest Pass Rider to ride at the Site without first ensuring that the Guest has fully executed the Agreement and Release From Liability form will result in a one-week suspension of the Registered Rider's Training, Equestrian Access and use privileges at the Site.
- (c) Allowing a Guest Trainer to Train at the Site without first providing the SCPA with the Guest Trainer's proof of insurance will result in a one-week suspension of the Registered Rider's Training, Equestrian Access and use privileges at the Site.
- (d) The horse(s) of any individual(s) suspended under these rules can still be turned out by someone else.

D. **Board Approval Required for Reinstatement of Privileges:** Once suspended or terminated, Training privileges, Equine Access privileges, or use privileges will not be reinstated without the Board's written approval. If privileges were suspended or terminated as a result of failure to pay registration fees, a \$3,500 reinstatement fee will be charged. Registered Riders whose privileges were suspended or terminated for violations of these Rules for reasons other than for non-payment may only be reinstated at the sole discretion of the SCPA Board.

XV. **RESOLUTION OF DISPUTES**

All Site Users are encouraged to resolve conflicts that may arise between them. The Board and Site Manager are always willing to help resolve conflicts that may arise between the Board and Site Manager and Site Users. However, the Board is comprised of volunteers, and the SCPA is a charitable organization, that does not have a litigation budget. Should conflicts result in litigation against the SCPA and its Board, the costs of that litigation will necessarily pass to Site Users in the form of increased fees and/or decreased services.

In order to maintain the Site for everyone to use, Site Users must strive to resolve all disputes that may arise with the SCPA and Board by first engaging in informal discussion. Should informal discussion not resolve the dispute, then the Site User, SCPA and Board will engage in private mediation of the matter, with a JAMS or ADR mediator. The cost of mediation will be split evenly between the Site User on the one hand, and the SCPA and Board on the other hand.

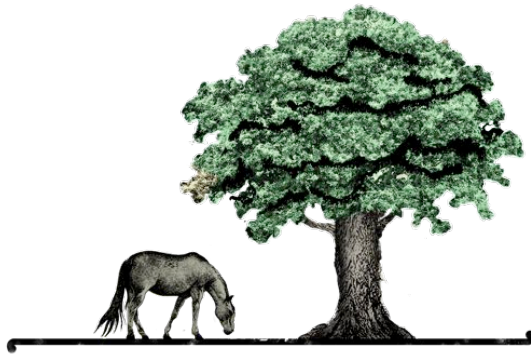
Should the Site User be a Registered Rider, and should a dispute arise between the Registered Rider and the SCPA, then the mediation and arbitration procedure described in the SCPA Release will apply to any dispute.

Should the Site User be a Trainer, and should a dispute arise between the Trainer and the SCPA related to Trainer's Training at the Site, then the mediation and arbitration procedure described in the Trainer Agreement will apply to any such dispute.

XVI. **FORMS**

The following forms may be obtained from the Site Manger upon request:

- A. Agreement and Release From Liability
- B. Acknowledgement of Receipt of SCPA Rules
- C. Guest Pass
- D. Summer Access Application
- E. Scheduled Access Application
- F. SCPA Rider and Horse Registration Form
- G. Trainer Agreement and Liability Release including SCPA Trainer Application and Trainer Income Statement
- H. Notice of Violation
- I. Charitable Contribution



**REGISTERED RIDER ACKNOWLEDGEMENT OF RECEIPT OF
THE 2016 SCPA RULES**

I, _____, acknowledge that I have received a copy of the current Sullivan Canyon Preservation Association Rules (“SCPA Rules”) and understand that it contains important information on my privileges and obligations as a Registered Rider at the Site. The SCPA Rules are also available on the SCPA website: [www. sullivan canyon.org](http://www.sullivancanyon.org).

I acknowledge that I am expected to read, understand, and adhere to SCPA Rules. I agree to familiarize myself with the material in the 2016 SCPA Rules book.

I further acknowledge that the Board may amend or otherwise revise the current SCPA Rules, and it is my responsibility to review the SCPA website from time to time for any revisions or amendments.

REGISTERED RIDER SIGNATURE

DATE