

**GREAT LAKES EQUESTRIAN FESTIVAL  
STABLING PROTECTION PLAN**

## **STABLING PROTECTION PLAN REIMBURSEMENT SCHEDULE**

Subject to all the terms, conditions and exclusions in the GLEF Stabling Protection Plan, the **Plan** will provide the following reimbursements:

### I. Major Medical & Surgical

The **Plan** will reimburse the **Owner** up to an aggregate amount of Ten Thousand Dollars (\$10,000) for **Your Horse(s)** listed on the **Owner's** GLEF Stabling Reservation form for Major Medical & Surgical during the **Coverage Period**.

### II. Equine Mortality

The **Plan** will pay an **Owner** the lesser of Fifty Thousand Dollars (\$50,000) or the fair market value of **Your Horse(s)** that dies during the **Coverage Period**; provided, however, that (i) any death benefit payment shall be excess of any equine mortality insurance in full force and effect for said horse at the time of its death and (ii) no death benefit payment will be made that would result in an **Owner** receiving a double recovery of any type whatsoever for the death of **Your Horse**.

### III. Consequential Expense

The **Plan** will pay the **Owner** up to Twenty-Five Hundred Dollars (\$2,500) per horse for any Consequential Expense that occurs during the **Coverage Period**.

### IV. Event Cancellation Expense

The **Plan** will pay the **Owner** up to Twenty-Five Hundred Dollars (\$2,500) per horse for any Event Cancellation Expense that occurs as a result of the cancellation of the GLEF prior to its commencement.

**GREAT LAKES EQUESTRIAN FESTIVAL (“GLEF”)**  
**STABLING PROTECTION PLAN**

**I. PLAN AGREEMENT.**

In return for receiving **Your** payment of \$75.00 per week for each of **Your Horse(s)** listed on the GLEF Stabling Reservation form, the GLEF Stabling Protection Plan will reimburse **You** as explained in the below **Plan** terms, conditions, exclusions and limitations.

**II. DEFINITIONS.**

Defined terms are in bold print throughout the **Plan** for ease of reading.

- A. **Accident** means a sudden, unpreventable event that causes **Injury** to **Your Horse(s)**.
- B. **Behavioral Problems** means a horse exhibiting abnormal responses to stimuli, not caused by an underlying medical condition, including, but not limited to, aggression, anxiety and destructive and/or compulsive behavior.
- C. **Bilateral Condition** means a condition or disease that affects both sides of the body of a horse (e.g., cruciate ligament and lameness).
- D. **Catastrophic Event** means the following unavoidable events at the GLEF site: (i) fire, lightning or explosion; (ii) wind storm or a storm that produces winds in excess of forty (40) miles per hour as recorded by the National Weather Service; (iii) **Excessive Rain** or flood; (iv) earthquake; (v) mechanical or electrical failure or interruption caused by a third party, acting independently of the GLEF, including, but not limited, to any electrical power interruption or surge, brown out, black out, short circuit, over voltage or power fluctuations; and/or (vi) **Mass Casualty Event**.
- E. **Plan** means the GLEF Stabling Protection Plan including all of its terms, conditions, exclusions and limitations.
- F. **Clinical Examination** means a thorough examination performed by a licensed and registered **Veterinarian** encompassing all body systems of the horse. Examination can also be referred to as “full physical, physical consultation, full examination or veterinary examination.”
- G. **Clinical Symptoms** means any manifested abnormality in or deviation from the regular healthy state or function of a horse, including behavioral traits. Symptoms include any abnormality that is readily detectible by a thorough and complete **Clinical Examination**.
- H. **Condition(s)** means any manifestations of **Clinical Symptoms** consistent with a diagnosis or diagnoses, regardless of the number of incidents or areas of the body affected.

- I. **Coverage Period** means for each of **Your Horse(s)** for which applicable payment is paid, the time period beginning when **Your Horse(s)** is (are) first stabled at the GLEF and ends when **Your Horse(s)** leaves the GLEF stable without the intent to return to it.
- J. **Diagnostic Test(s)** means tests used to determine the overall health of **Your Horse**. **Diagnostic Tests** can be used as a way to detect certain abnormalities. It can also validate the current health of **Your Horse**.
- K. **Disability** means the inability of a horse to compete during the **Coverage Period** at the GLEF as a result of any of (i) broken bone; (ii) colic; (iii) contagious disease; (iv) heart attack or (v) bowed tendon that first manifests itself during the **Coverage Period**.
- L. **Excessive Rain** means an accumulation of more than two (2) inches of rain within the twelve (12) hour period preceding the start of the GLEF as recorded by the National Weather Service.
- M. **Hospitalization** means charges for boarding **Your Horse** at a veterinary clinic as required by a **Veterinarian** to deliver nursing care, to administer **Medication** to or monitor **Your Horse**.
- N. **Illness** means sickness, disease and any changes to **Your Horse's** normal healthy state; any condition other than **Your Horse's** normal healthy state.
- O. **Injury(ies)** means physical harm or damage to **Your Horse** arising from normal activity or an **Accident** that prevents it from competing.
- P. **Major Medical Care** means any **Medical Treatment** for any **Accident, Injury, Illness** or disease as the direct and proximate result of (i) broken bone, (ii) colic, (iii) contagious disease, (iv) heart attack or sudden death and/or (v) bowed tendon. **Major Medical Care** also includes euthanasia of a horse if the horse suffers an **Injury** or is afflicted with an expressly painful or debilitating disease that first manifests itself during the **Coverage Period** and a **Veterinarian** certifies that the suffering of the horse is incurable and so excessive that immediate destruction is imperative for humane reasons. The **Veterinarian** certification must satisfy all the euthanasia guidelines of the American Association of Equine Practitioners.
- Q. **Mass Casualty Event** means an event where four (4) or more people are killed or so seriously injured to require transport to a hospital or other trauma designated medical facility caused by a terroristic or criminal event when formally declared as such by a civil authority.
- R. **Medical Treatment** means any treatment provided by a **Veterinarian** to treat **Your Horse** which is:
1. Consistent with symptoms or diagnoses;
  2. Appropriate and meets generally accepted veterinary practice standards;

3. Not primarily for the convenience of the horse owner, a **Veterinarian** or other provider; and
  4. Consistent with the most appropriate supply or level of services which can safely be provided to the horse.
- S. **Medication** means any veterinary recommended medications prescribed by a **Veterinarian** and approved by the Food and Drug Administration (“FDA”) for veterinary use.
- T. **Owner, You or Your** means the owner of the horse(s) listed on the **Owner’s** GLEF Stabling Reservation form including **Owner’s** spouse or partner.
- U. **Preexisting Conditions** means:
1. **Illness** or the reoccurrence of any **Illness** or **Condition** which first occurred or displayed any signs and/or symptoms consistent with the stated **Illness** or **Condition** prior to the **Coverage Period**;
  2. An **Injury** or reoccurrence of any **Injury** that occurred prior to the **Coverage Period**; or
  3. Any **Condition** or complication resulting from an **Illness** or **Injury** that occurred prior to the **Coverage Period**.
- V. **Reasonable and Customary Fees** means costs and expenses that are within the range of usual charges for the same or a similar service or **Supplies** billed by most **Veterinarians** in the same geographic location, or justified by all the attending circumstances, including but not limited to: the time required to perform the service or procedure, the severity of the **Condition(s)** treated, and the complexity of treatment of a particular case.
- W. **Supplies** means any item that is medically required as determined by a **Veterinarian** that is safe and effective for its intended use and that omission would adversely affect a horse.
- X. **Surgery(ies)** means procedures that treat diseases or **Injuries** by operative manual and instrumental treatment.
- Y. **Vaccination** means the administration of an industry-recognized commercial vaccine by a **Veterinarian**. The vaccine must be in accordance with the manufacturer’s recommendations, following a complete clinical examination, for the prevention of disease.
- Z. **Veterinarian** means a properly licensed and registered veterinarian in active practice in the area where the horse is treated or examined. **Veterinarian** shall not include **You** or a member of **Your** immediate family.
- AA. **Your Horse** means the horse(s) listed on **Your** Stabling Reservation Form for which **You** did not indicate that you wish to opt-out from the **Plan**.

### **III. WHAT IS COVERED.**

- A. The **Plan** will reimburse **You** in accordance with the terms, conditions, exclusions and limitations of the **Plan**, during the **Coverage Period**, for:
  - a. Major Medical & Surgical;
  - b. Equine Mortality; and
  - c. Consequential Expense.
- B. The **Plan** will reimburse **You** in accordance with the terms, conditions, exclusions and limitations of the **Plan** for Event Cancellation Expense.

### **IV. PLAN REIMBURSEMENTS.**

#### A. Major Medical & Surgical

In the event **Your Horse** requires **Major Medical Care** during the **Coverage Period**, the **Plan** will reimburse **You** for all **Reasonable and Customary Fees** of a **Veterinarian** and **Hospitalization** up to the limit of reimbursement set-forth on the Plan Reimbursement Schedule.

#### B. Equine Mortality

In the event of the death of **Your Horse** resulting from any **Accident, Illness** or **Injury** occurring during the **Coverage Period**, the **Plan** will pay **You** for the death of **Your Horse** in accordance with the **Plan** Reimbursement Schedule.

It is a condition precedent to any Equine Mortality payment, however, that in the event of the death of **Your Horse** other than by euthanasia as set forth above that the GLEF Promoter shall be given the opportunity at its own expense to arrange for and conduct a postmortem and necropsy examination of the deceased horse by a **Veterinarian**.

#### C. Consequential Expense

In the event of the death or **Disability** of **Your Horse** resulting from any **Accident, Illness** or **Injury** occurring during the **Coverage Period**, the **Plan** will reimburse **You** for Consequential Expense **You** incur during the **Coverage Period** up to the limit of reimbursement in the Plan Reimbursement Schedule. Consequential Expense means (i) fees paid to register **Your Horse** to compete in the GLEF; (ii) other fees including, but not limited to, the stall fee, USEF fee, USHJA fee, FEI fee, office fee and equine nighttime security fees for **Your Horse**; and (iii) specialty transportation costs necessitated as the result of the death or **Disability** of **Your Horse** which **You** lose and/or incur and pay as the direct and proximate result of the death, **Illness**, or **Injury** of **Your Horse**. All Consequential Expenses must have been paid in full by **You** to be considered for reimbursement under the **Plan**.

#### D. Event Cancellation Expense

In the event of the cancellation of the entire six (6) week GLEF prior to its commencement as a result of either (a) a **Catastrophic Event** or (b) an order of a civil authority that is caused by a **Catastrophic Event**, the **Plan** will reimburse **You** for Event Cancellation Expense up to the limit of reimbursement in the Plan Reimbursement Schedule. Event Cancellation Expense means (i) fees paid to register **Your Horse(s)** to compete at the GLEF; (ii) other fees, including, but not limited to, stall, USEF fee, USHJA fee, FEI fee, office fee, and equine night time security fee for **Your Horse(s)** and (iii) all reasonable and necessary expenses that the **Owner** incurs as the direct and proximate result of the cancellation of the GLEF and that would not have been incurred by the **Owner** but for the cancellation of the GLEF.

V. **EXCLUSIONS – MAJOR MEDICAL & SURGICAL AND EQUINE MORTALITY.**

- A. **Pre-Existing Conditions.**
- B. Any death, **Injury** or **Illness** of **Your Horse** intentionally caused by **You** or **Your** agent.
- C. Any treatments and/or elective procedures, cosmetic procedures, preventive procedures, joint injections, or procedures normally associated with the maintenance of a healthy animal.
- D. **Conditions** arising from a specific activity if the same or a similar activity occurred prior to the **Coverage Period** and displayed the propensity for the activity to reoccur and cause death, **Injury** or **Illness** to **Your Horse**.
- E. Any pre-existing **Bilateral Condition** or cruciate ligament problems to one leg as respects the cost of future treatment for problems of the other leg.
- F. Any diseases preventable by **Vaccination** and prophylactic medications.
- G. Any complications of **Conditions** excluded or limited by this **Plan**.
- H. Abnormalities where **Clinical Symptoms** were apparent prior to the **Coverage Period**. This includes **Conditions** that are detectable by a routine physical examination by a **Veterinarian**.
- I. Reimbursement claims in any way arising from the lack of use and/or implementation of preventive health care products and/or methods where such products and/or methods would be in accordance with generally accepted veterinary standards. Routine healthcare includes: **Vaccinations**, deworming, dental care, massage or chiropractic treatment, regular farrier services, grooming and prudent regular care.
- J. Special diets, horse foods, vitamins, supplements, grooming, farrier work, shampoo and bathing (including medicated baths) whether or not at the direction of a **Veterinarian**.

- K. Any reimbursement claim arising out of nuclear fission, nuclear fusion, or radioactive contamination.
- L. **Conditions** arising from any specific activity if the same or similar activity occurs after **You** have received written notice from the GLEF Promoter regarding the specific activity.
- M. Any experimental or investigational treatments or **Medications**.
- N. Breeding, gelding, or any **Condition** relating to breeding or gelding.
- O. **Diagnostic Tests** for **Conditions** excluded by this **Plan**.
- P. **Diagnostic Tests** due to **Conditions** or complications of **Conditions** excluded or limited by this **Plan**.
- Q. **Conditions** caused by war or war activities whether war be declared or not, civil war, martial law, insurrection, revolution, invasion, bombardment, or any use of military force, usurped power or confiscation, nationalization, or damage of property by any government, military, or other authority.
- R. Feeding, housing or exercise.
- S. **Behavioral Problems**, training, therapy or **Medications** for **Behavioral Problems**.
- T. Reimbursement of any treatment for any **Illness** or **Injury** arising from **Your** decision to not follow a **Veterinarian's** advice.
- U. Any reimbursement for **Major Medical & Surgical** and/or payment for **Equine Mortality** that arises out of **Your Horse** being entered or raced in any claiming, selling, or combination race at any time during the **Coverage Period**.
- V. Any birth defects, developmental conditions, growth conditions, nutritional conditions, and congenital conditions, including but not limited to, undescended testicles, umbilical hernia, epilepsy, glaucoma, cataracts, and blindness, irrespective of whether said defects and conditions are evident or have manifested themselves prior to the **Coverage Period**.
- W. Any intentional destruction of **Your Horse** other than as provided for in Major Medical & Surgical.

**VI. GENERAL CONDITIONS.**

- A. The **Plan** payment is payable and must be paid in full prior to the start of the **Coverage Period**.



- B. **You** must be the owner of the horse(s). If the horse **Owner** dies, becomes unable to care for the horse(s) or passes the ownership of the horse(s), the **Plan** will continue without interruption, if approved in writing by the GLEF Promoter subject to all other terms and conditions of this **Plan**.
- C. A horse is covered under this **Plan** only during the **Coverage Period**.
- D. **You** must agree to implement all reasonable means possible in the care and protection of **Your Horse(s)**. **You** further agree to protect **Your Horse(s)** from aggravation and/or reoccurrence of any **Injury, Illness** or disease after onset of any **Injury, Illness** or disease.
- E. A condition precedent to any reimbursement or payment under the **Plan** is that **Your Horse** is in sound health and free from any **Illness, disease, lameness, Injury, or Disability** of any type whatsoever at the start of the **Coverage Period**.
- F. Notice of any reimbursement request under this **Plan** must be given by **You** or **Your** agent to the GLEF Promoter as soon as practicable, but in no event after the horse(s) is no longer being stabled under the Stabling Reservation Form.
- G. Any reimbursement or payment under the terms and conditions of the **Plan** is payable within sixty (60) days after submission of the claim for reimbursement, unless applicable state law provides for a shorter period.
- H. In order to process a request for reimbursement or payment, **You** must allow the GLEF Promoter to contact **Your** present and previous **Veterinarian(s)** and provide the GLEF Promoter with the necessary authority to obtain all information the GLEF Promoter may reasonably require. In the event information relating to the history of the horse is missing or incomplete, the request will not be processed. **You** must also agree to submit the horse to examination, if the GLEF Promoter requires it, by a **Veterinarian** the GLEF Promoter selects.
- I. In the event of any disagreement between **You** and the GLEF Promoter with regards to a reimbursement or payment request, the matter will be referred to a **Veterinarian** selected by the GLEF Promoter. If the matter is not resolved, an independent third-party **Veterinarian** shall be appointed by the GLEF Promoter. This independent third-party **Veterinarian's** decision shall be final and binding on all parties.
- J. Every action or proceeding of any type whatsoever against the GLEF Promoter for reimbursement under or by virtue of this contract is absolutely barred unless commenced within ninety (90) days after the end of the **Coverage Period** unless applicable state law requires a longer period.

## **VII. ADDITIONAL CONDITIONS.**

- A. **Misrepresentation and Fraud.** This **Plan** is null and void if **You** have concealed or misrepresented any material fact or circumstance of any type whatsoever

concerning this **Plan** or **Your Horse(s)** listed on the GLEF Stabling Reservation Form. The **Plan** does not provide any reimbursement or payment for any **Owner** who has intentionally concealed or misrepresented any such facts or circumstances at any time whatsoever.

- B. State Law. This **Plan** shall be governed by the laws of the State of Michigan.
- C. Entire Contract. This **Plan** contains the full and complete agreement between **You** and the GLEF Promoter.