

Norwegian Fjord Horse Registry Evaluation Entry Form – Ironwood Farm/Rixeyville, VA

September 9-10, 2023

* * ENTRY CLOSING DATE: July 10, 2023 * *

Payment in full with completed and signed entry forms are required for participation and must be received by the NFHR Registrar <u>post-marked</u> no later than <u>July 10, 2023</u>. ENTRIES POST-MARKED AFTER July 10, 2023 WILL NOT BE ACCEPTED.

Complete BOTH pages in full. Only one horse per entry form.

Please type or print the following information:

| NFHR Registered Name of Horse | NFHR Registration Number |
|--|--|
| Owner(s) Name (must be NFHR Member in good standing) | Owner's Email Address |
| Signature of Owner (required for entry) | Exhibitor Name |
| Best daytime phone: | Exhibitor Signature (required if exhibitor is not owner) |

I hereby enter my horse into the NFHR Evaluation at my own risk and agree to abide by the rules and regulations of this event. I agree that if any injury occurs to myself, my attendants, my horse, or my equipment, I shall make no claim against the NFHR, the local sponsoring group, or any of the Officers, Directors, Officials or Trustees of either. Further, I will hold them harmless from any liability claims, suits or damages of any kind that may be occasioned by the horse owned by me or the person in charge of such horse. I agree to indemnify and hold harmless these organizations and individual agents of any and all liability, claims, suits and expenses including any attorney fees incurred arising out of any injury to any person or damage to property caused by me, my horse, equipment, or attendants. I give my permission for the evaluation results, photographs and/or videos of my horse to be published by the NFHR.

Submit with this entry form (or submit upon check-in):

Coggins: A copy of a current negative Coggins test, less than a year old upon exit of the state. **Veterinary Health Certificate:** Within 30 days of the Evaluation date upon exit of the state outside Virginia **Liability Release:** For Ironwood Farm for any owner, handler or guests you bring to the evaluation **Photo Release:** For any recording or photo that may be made of owners, handlers and horses you bring to the evaluation.

Please be aware of DOT rules and regulations pertaining to hauling livestock for states you may be transporting through

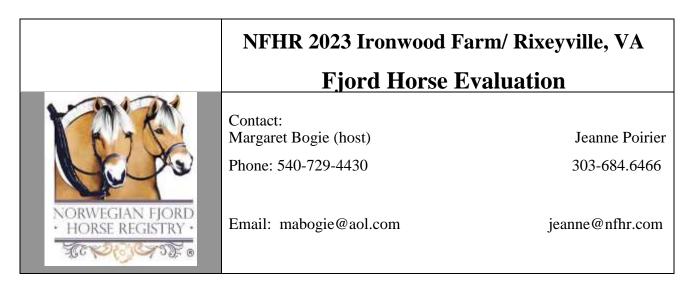
| Entry Fees (No Post Entries) | | | | | | | Totals |
|---|---------------|--|-------------|-------------------------|---------------------------------|------------------------------|--------|
| Conformation Evaluation < 36 months old | \$80 | | | | | | \$ |
| Conformation Evaluation > 36 months old | \$105 | | | | | | \$ |
| Performance Tests | | (Please Circle Tests Entering) | | | | | |
| Family Fjord Performance | | Foundat | Riding | | Ground | # of Tests | |
| Tests (each test) | \$100 | ion | _ | | Driving | X \$100 | \$ |
| Introductory Performance Tests (each test) | \$100 | Riding | | Draft | # of Tests | 5 X \$100 | \$ |
| | | | | | | | |
| NFHR Processing Fee * | \$50 | | | | | | \$ 50 |
| Additional Items that may be required: | | | | | | | |
| DNA Type Kit | \$65 | (if your horse does not have a DNA marker on file) | | | | \$ | |
| | | | | | | | \$ |
| Please make all cl | iecks payab | le to "NFH | IR" or cont | tact NFHF | R for electro | onic invoice. Total Fees: | \$ |
| Mail application materials & fe | ees in US fui | NFHR Iro 1801 W. Berthoud | | rm/Rixeyvi ad 4 3 | tronic invoice lle Evaluatio | | |

* - One processing fee per horse includes: recording fee; photo for Record Book; insurance

ENTRIES ARE LIMITED TO 14 CONFORMATION TESTS AND 10 PERFORMANCE TESTS FOR THIS EVALUATION. FIRST COME/FIRST SERVE. A WAITING LIST WILL BE STARTED WHEN CAPACITY IS REACHED. PLEASE ENTER EARLY TO RESERVE YOUR TEST.

Refunds:

- 1. If enough entries are not received by the closing date, the evaluation will be cancelled. All entry fees will be refunded.
- 2. A full refund will be given if attendance is not possible due to sickness or injury (horse or human) providing that a note signed by a licensed veterinarian or physician accompanies the request.
- 3. Refunds may be granted due to special or extraordinary circumstances, following a written petition to the Evaluation Committee and approval by the Board of Directors



Enclosed is your entry form for the Norwegian Fjord Horse Registry (NFHR) Evaluation on September 9-10, 2023, to be held at Ironwood Farm, Rixeyville, VA. 10291 Homeland Road, Rixeyville, VA 22737. Please complete an entry form for each horse you are bringing.

ALL ENTRIES MUST BE POSTMARKED BY JULY 10, 2023 IN ORDER TO PARTICIPATE.

To be eligible for Evaluation, a Fjord must:

- Be owned by a current NFHR member.
- Be registered with the NFHR.
- Have been DNA typed (geldings <u>included</u>).
- Be microchipped and recorded with the NFHR (No microchipping or DNA typing will be done at the Evaluation site.)
- Have a current (within 30 days) Veterinarian Health Certificate if coming from out of state; not required for Virginia horses
- Have a negative (within one year of eval date) Coggins report.

The DNA typing kits are available from the Registrar, Jeanne Poirier. Please contact her if you have questions regarding your Fjord's status on any of the above items.

There are some important evaluation documents on the NFHR website. Please see the "Evaluation Program" page which includes the **Evaluation Handbook.** All owners and handlers are responsible for knowing and following the rules as described in the **NFHR Evaluation Handbook**. The handbook may be downloaded **FREE** from the website at (http://www.nfhr.com/catalog/index.php?eval=1)

At this time, the officials are: (substitutions may be made.) Evaluators: Beth Beymer and Melissa Boyd Technical Delegate: Jeanne Poirier Evaluation Secretary: TBA Host: Margaret Bogie, Tom Snyder and Alex Snyder Veterinary on Call: White Oak Veterinary Clinic Farrier on Call: Brian Porter Official Photographer: Tom Snyder

LOCATION:

Ironwood Farm, 10291 Homeland Road, Rixeyville, VA 22737

DIRECTIONS:

Beware of GPS direction, particularly coming from the metropolitan Washington, DC area since you can be sent over unmarked gravel roads to save an eighth mile of driving. Also some GPS program take you to our next door neighbors, which is a small trailer park. Stay on the pavement and don't go into any trailer parks. It is so much nicer to come to the farm! There is a farm sign and our street number is on our blackboard fence at the entrance.

From the North.

From Warrenton -- Take 211 West to Route 229 South. (Left at the stop light at the 7-11). Follow 229 to Rixeyville, about 7 miles. Take a right onto Route 640, Monumental Mills Road. (Maw and Paw's store and the Oak Shade Church are on the corners of the intersection.) Follow 640 until it turns into Route 627, Homeland Road. Follow Route 627 to 10291 Homeland Road on right. Our farm sign is at gate. If you go as far as the trailer park, you have passed our entrance. Come down the driveway to the barn.

From the South.

From Culpeper -- Take 229 North to Route 729, Eggbornsville Turnpike. Take a left on 729 and follow it about 8 miles to Route 627. The Gourdvine Church will be on your right just before the intersection which is on the top of a hill. Turn right on Route 627, Homeland Road. Follow it for about 1/4 mile. Our driveway with the street number and farm sign will be on your left immediately after the trailer park. Come down the driveway to the barn.

Website: www.ironwood-farm.com/

TRAVEL:

Ironwood Farm is located approximately 60 miles south and west of Dulles International Airport (IAD).

LODGING:

There are no hotels in Rixeyville. The closest hotels are in Warrenton, VA (20 miles north and east) or Culpeper, VA (15 miles south)

STABLING

This evaluation is being held at a private farm. There is no stabling available on site, but we can attempt to arrange an overnight stall for your horse nearby for a fee payable to the stable owner. Horses trailered in will be tied to their trailer. Pop up canopies are welcome to provide shade at the trailer. Water and wash areas are available on site. Please contact the host for more information.

FEED:

Please bring your own feed and hay.

SCHEDULE OF EVENTS:

Prior to the event, a final schedule will be emailed to all participants. Upon your arrival you will be given your entry packet. The packet will include map of the area, bridle tag number and program. The Evaluation will begin Saturday morning, September 9th with conformation tests. The Performance tests are scheduled for Sunday, September 10th. The number and type of entries will determine the final schedule. Early Saturday morning, there will be a meeting of the participants, TD and Evaluators. This is primarily an informational session to review the day's schedule and answer any questions. Format for the evaluation will be: Initial parade of the "class" being evaluated, Test, final presentation of the class evaluated including ribbon presentation and evaluator comments for that test. There will be a lunch break both days. Medallion of Quality presentation will be on Sunday, after the last performance test, ribbon presentation and evaluator comments are completed for that test.

FOOD:

Complimentary bottled water and some soft drinks will be available throughout the event. The host will be making a catering order to Panera Bread in Culpeper, VA each morning. Participants are welcome to be added to the host's order and have their lunch brought to the farm. The lunch costs are the responsibility of the participants.

Please feel free to bring your own food. Access to a refrigerator is available.

Sponsors:

White Oak Veterinary Service, LLC in Flint Hill, VA has donated support for this event.

We are looking forward to seeing you in September. Please contact us if you need more information!

Margaret Bogie, Evaluation Host mabogie@aol.com 540-729-4430 Jeanne Poirier, NFHR Evaluation Coordinator jeanne@nfhr.com 303-684-6466

"WARNING"

Under Virginia law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. CODE OF VIRGINIA TITLE 3.1. AGRICULTURE, HORTICULTURE AND FOOD, CHAPTER 27.5. EQUINE ACTIVITY LIABILITY ACT, Va. Code Ann. § 3.1-796.130 (1994)

1. I, ______, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Thomas D. Snyder, Jr. Margaret A. Bogie, and Alexander E. Snyder their agents, contractors and employees, dba Ironwood Farm ("Company"), understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).

2. I have read and fully understand the "WARNING" posted above.

3. I understand the potential dangers that I could incur in mounting, riding, walking, boarding, feeding said horse; including, but not limited to, any interactions with other horses. Understanding those risks I hereby release that Company, its officers, directors, shareholders, employees and anyone else directly or indirectly connected with that Company from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse owned or operated by Margaret A. Bogie and/or Thomas D. Snyder, Jr. I have read and been given a copy of the EQUINE ACTIVITY LIABILITY ACT, Va. Code Ann. § 3.1-796.130 (1994).

4. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals beyond that statutorily provided by the above referenced EALA; to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.

5. I recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless said equine professional(s)from any continuing duty to monitor my equine activities.

6. I further voluntarily agree and warrant to Release and Hold Harmless this (these) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's (s') negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to.

7. I also freely and voluntarily enter into the following Mediation and Arbitration Agreement concerning any equine activity incidents relating to or allegedly involving Margaret A. Bogie and/or Thomas D. Snyder.

Mediation with Arbitration if Necessary:

The parties shall endeavor to resolve any dispute arising out of or relating to this AGREEMENT by mediation under the then current Mediation Rules and Procedures of the Equine Dispute Resolution Service (EDRS). The parties agree to select a Mediator from the EDRS Panel of Mediators. Any controversy or claim relating to this contract or breach, termination or validity thereof, which remains unresolved for 45 days after the appointment of the EDRS Mediator, shall be settled by arbitration by an EDRS appointed Arbitrator in accordance with the then current EDRS Arbitration Rules and Procedures, and judgment upon the award rendered by the EDRS Arbitrator may be entered by any court having jurisdiction thereof.

NOTICE: Wearing an ASTM/SEI approved hard hat is REQUIRED while riding or driving.

Date: _____

Person voluntarily entering into this Release and Hold Harmless Agreement:

Signature: _____ Date: _____

Printed Name:

If minor, person representing himself/herself to the lawful Guardian under this Release and Hold Harmless Agreement:

Guardian Signature :_____ Date:_____

| Witness Signature: | Date: | |
|---------------------------|-------|--|
| - | | |
| Printed Name of Guardian: | | |
| | | |
| Printed Name of Minor: | | |

Printed Name of Witness:

CODE OF VIRGINIA

TITLE 3.1. AGRICULTURE, HORTICULTURE AND FOOD CHAPTER 27.5. EQUINE ACTIVITY LIABILITY ACT Va. Code Ann. § 3.1-796.130 (1994)

§ 3.1-796.130. Definitions

As used in this chapter, unless the context requires a different meaning:

"Directly engages in an equine activity" means a person who rides, trains, drives, or is a passenger upon an equine, whether mounted or unmounted, but does not mean a spectator at an equine activity or a person who participates in the equine activity but does not ride, train, drive, or ride as a passenger upon an equine.

"Equine" means a horse, pony, mule, donkey, or hinny.

"Equine activity" means (i) equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines, including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, endurance trail riding and western games, and hunting; (ii) equine training or teaching activities; (iii) boarding equines; (iv) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; and (v) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor.

"Equine activity sponsor" means any person or his agent who, for profit or not for profit sponsors, organizes, or provides the facilities for an equine activity, including but not limited to pony clubs, 4-H clubs, hunt clubs, riding clubs, school- and college-sponsored classes and programs, therapeutic riding programs, and operators, instructors, and promoters of equine facilities, including but not limited to stables, clubhouses, ponyride strings, fairs, and arenas at which the activity is held.

"Equine professional" means a person or his agent engaged for compensation in (i) instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon an equine or (ii) renting equipment or tack to a participant. "Participant" means any person, whether amateur or professional, who directly engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

§ 3.1-796.131. Horse racing excluded

The provisions of this chapter shall not apply to horse racing, as that term is defined by § 59.1-365.

§ 3.1-796.132. Liability limited; liability actions prohibited

A. Except as provided in § 3.1-796.133, an equine activity sponsor or an equine professional shall not be liable for an injury to or death of a participant engaged in an equine activity.

B. Except as provided in § 3.1-796.133, no participant or parent or guardian of a participant who has knowingly executed a waiver of his rights to sue or agrees to assume all risks specifically enumerated under this subsection may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant engaged in an equine activity. The waiver shall give notice to the participant of the risks inherent in equine activities, including (i) the propensity of an equine to behave in dangerous ways which may result in injury to the participant; (ii) the inability to predict an equine's reaction to sound, movements, objects, persons, or animals; and (iii) hazards of surface or subsurface conditions. The waiver shall remain valid unless expressly revoked by the participant or parent or guardian of a participant shall apply to all equine activities in which the participant is involved in the next succeeding twelve month period unless earlier expressly revoked in writing.

§ 3.1-796.133. Liability of equine activity sponsors, equine professionals

No provision of this chapter shall prevent or limit the liability of an equine activity sponsor or equine professional who:

1. Intentionally injures the participant;

2. Commits an act or omission that constitutes negligence for the safety of the participant and such act or omission caused the injury, unless such participant, parent or guardian has expressly assumed the risk causing the injury in accordance with subsection B of § 3.1-796.132; or 3. Knowingly provides faulty equipment or tack and such equipment or tack causes the injury or death of the participant.

VIDEO/PHOTOGRAPH RELEASE FORM

I hereby grant The Norwegian Fjord Horse Registry (the "Registry") and Margaret Bogie and Tom Snyder ("Ironwood Farm") the irrevocable right and permission to use photographs and/or video recordings of me on the Registry, Ironwood Farm and other websites and in publications, promotional flyers, educational materials, derivative works, or for any other similar purpose without compensation to me.

I understand and agree that such photographs and/or video recordings of me may be placed on the Internet. I also understand and agree that I may be identified by name and/or title in printed, Internet or broadcast information that might accompany the photographs and/or video recordings of me. I waive the right to approve the final product. I agree that all such portraits, pictures, photographs, video and audio recordings, and any reproductions thereof, and all plates, negatives, recording tape and digital files are and shall remain the property of the University.

I hereby release, acquit and forever discharge the Registry and Ironwood Farm, its current and former directors, agents, officers and employees of the above-named entities from any and all claims, demands, rights, promises, damages and liabilities arising out of or in connection with the use or distribution of said photographs and/or video recordings, including but not limited to any claims for invasion of privacy, appropriation of likeness or defamation.

I hereby warrant that I am eighteen (18) years old or more and competent to contract in my own name or, if I am less than eighteen years old, that my parent or guardian has signed this release form below. This release is binding on me and my heirs, assigns and personal representatives.

| Signature of Individual Photographed/Recorded | Date | |
|---|--|--|
| Printed Name of Individual Photographed/Recorded: | | |
| Signature of Witness | Date | |
| If individual photographed/recorded is under eighteen (18) years old completed: I have read and I understand this document. I understand an my child (named above), our heirs, assigns and personal representative eighteen (18) years old or more and that I am the parent or guardian of the | d agree that it is binding on me, ves. I acknowledge that I am | |
| Signature of Parent/Guardian of Individual Photographed/Recorded | Date | |
| Printed Name of Parent/Guardian: | | |
| Signature of Witness | Date | |