

By signing this Membership Agreement of the Orinda Horse Association ["OHA" or "the Association"], I affirm that I:

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1. Have received and read copies of the *Bylaws of Orinda Horse Association* and *Orinda Horse Association Rules of Conduct and Membership Procedures*;

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2. Agree to abide by the rules, procedures, and bylaws of the Association, as they may be amended from time to time, including but not limited to any procedures for resolution of grievances and disputes;

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3. Agree to participate in the Orinda Horse Association as an active and contributing member, and fulfill the membership obligations, including but not limited to completing the required annual feedings, work hours and payment of dues;

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*initial*

4. Agree to pasture only horses that are legally owned by, or on full lease, to me, "full lease" meaning I have full-time, 24 hours per day, 7 days per week access to and responsibility for the horse(s) I pasture at OHA, for the duration of the their presence at OHA;

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*initial*

5. Agree that if I have any claim against another OHA member arising out of OHA membership (including but not limited to the use of OHA premises or conduct or events occurring on OHA premises) that remains unresolved after exhaustion of the dispute resolution procedures described in the OHA rules, my claim shall be settled by arbitration in compliance with Section XIII.02 of the OHA Bylaws, which states:

*Section XIII.02 Arbitration of Disputes Between Members*

If any dispute between members remains unresolved after exhaustion of the dispute resolution procedures described in the rules, the dispute shall be resolved through binding arbitration, and not by court process. The arbitration shall be in Contra Costa County and be conducted under the rules of, and administered by, the American Arbitration Association in accordance with its arbitration rules for decision by a single arbitrator. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. The laws of the State of California shall apply in any arbitration. The single arbitrator shall be chosen by mutual agreement of the parties. If the parties are unable to agree, each shall choose one arbitrator, and the two chosen shall select a third who shall serve as the arbitrator. The filing of a judicial action for an order of attachment, an injunction, or other provisional remedies, shall not constitute a violation of the requirement to arbitrate under this provision.

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6. Agree that if I have any claim against OHA arising out or relating to OHA membership (including but not limited to the use of OHA premises or conduct or events occurring on OHA premises), my claim shall be settled by arbitration in compliance with Section XIII.03 of the OHA Bylaws, which states:

*Section XIII.03 Arbitration of Disputes Between OHA and Members*

Any dispute between a member or members and OHA arising out of, or relating to, the member(s) membership in OHA shall be resolved by binding arbitration, and not by court process. The arbitration shall be in Contra Costa County and be conducted under the rules of, and administered by, the American Arbitration Association in accordance with its arbitration rules for decision by a single arbitrator. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. The laws of the State of California shall apply in any arbitration. The single arbitrator shall be chosen by mutual agreement of the parties. If the parties are unable to agree, each shall choose one arbitrator, and the two chosen shall select a third who shall serve as the arbitrator. The filing of a judicial action for an order of attachment, an injunction, or other provisional remedies, shall not constitute a violation of the requirement to arbitrate under this provision.

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I understand that personal liability insurance is highly recommended.

Member Name:

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Member Signature:

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Date:

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