

Constitution and Bylaws (C&BL)

Wheeler



Saddle Club

2023



CONSTITUTION

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3. Equine Quarantine/New Horse Arrival Checklist
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8. Letter from Attorney Regarding Power of Attorney
9. Suggestion, Comment, and Concern (SCC) Form



ARTICLE I – NAME AND PURPOSE

Section 1. The name of this non-profit, non-governmental private organization (501C7) will be officially known as the Wheeler Saddle Club, hereinafter referred to as WSC.

Section 2. The purpose is to provide an organization that serves the military community, especially the Active-Duty members, by providing a friendly and cooperative equine facility where authorized patrons can stable their horse(s) for a designated membership fee and monthly work hours.

Section 3. The Wheeler Saddle Club (WSC) shall be guided in its procedures by WSC's latest established edition in the Constitution and Bylaws (C&BL).

Section 4. WSC is established as a private organization pursuant to the following references:

- (a) DODI 1000.15, Private Organizations on DoD Installations
- (b) DOD 5500.7-R, Joint Ethics Regulations
- (c) AR 210-22, Private Organizations on Department of the Army Installations
- (d) AR 385-10, The Army Safety Program
- (e) USA Memo, Policy Memorandum USAG-HI-34, Child Supervision Policy for Army Installations in Hawaii dated 19 May 2014

Section 5. WSC exists on the military installation at the discretion and with the consent of the Installation Commander or his/her designee. The Installation Commander or his/her designee may withdraw consent for WSC to operate on the installation at any time. Consent for WSC to operate on the installation will automatically cease two years after being granted unless WSC applies for and receives revalidation within that two-year period. NOTE: Approval automatically expires two years from the date of the last approval unless revalidated. The Department of Army land lease is granted for a term of five years and must be re-applied for 90 days before expiration. (References a and c – ARTICLE 1, Section 4)

ARTICLE II – MEMBERSHIP

Section 1. Membership is open to active-duty and retired military, current and retired reservists/National Guard, qualified dependents, and disabled veterans (must possess a Veteran Health Identification (VHIC) that displays "PURPLE HEART," "Former POW," OR "Service Connected."), active and retired Department of Defense Civilians (DoD) personnel and authorized DoD contractors with an active CAC card, qualified dependents, and Gold Star families.

*Note: Veterans with service-connected disability" must coordinate access to Wheeler Army Airfield (WAAF) through the Community Compliance Office (CCO), Bldg. 745, room 302A. Membership will not be approved until CCO approves a pass for members to access WAAF.

Section 2. WSC strives to ensure the active-duty military ratio of 51/49% is maintained with designated barns available for active-duty members.

ARTICLE III – FUNCTIONS/ACTIVITIES AND OPERATING PROCEDURES

Section 1. WSC functions and activities are to provide the entire military community with a high-quality recreational equine facility that offers safe, fun, developmental equine activities designed to benefit the entire military.



ARTICLE IV – GENERAL PROVISIONS

Section 1. WSC will be self-sustaining and will receive no financial assistance from non-appropriated funds. The WSC income is generated from membership dues, workday assessment fee, late fees, and one approved function per year. These funds are used for our equipment, repairs, services, supplies, rentals, and workday or special function food.

Section 2. Members do not personally profit from WSC income.

Section 3. WSC will reimburse the US Army for all utility expenses incurred by WSC, unless the use is determined incidental.

Section 4. WSC will neither propagate extremist activities nor advocate violence against others or the overthrow of the government.

Section 5. WSC activities will not seek to deprive individuals of their civil rights.

Section 6. The property of WSC will consist of such articles as may properly come into its possession. The property shall be accounted for by the Treasurer in accordance with generally accepted accounting principles.

Section 7. Should WSC either dissolve or cease to be allowed to operate on Wheeler Army Air Field (WAAF), WSC will remove all WSC property from WAAF within 45 working days of dissolution or receipt of notice to cease activities on WAAF. After that time, WSC property will be considered abandoned on the installation by WSC and may be acquired or disposed of by the installation under application of DOD, Army, federal, state, and/or local laws, regulations, etc.

Section 8. In no event shall the United States Government be held liable, in fact or in spirit, for any actions taken or indebtedness incurred by WSC or the members of WSC.

Section 9. In the event WSC is unable to meet its liabilities during the course of its private organization activities, the club assets (in the form of tools, equipment, up to and including large assets such as the tractor, fencing, and the generator, etc.) will be liquidated to meet financial obligations. In the event after all funds are exhausted and assets have been liquidated and all liquidation funds exhausted, all full members will be required to share the cost to cover remaining liabilities. As per HI 414D-85.

Section 10. State and federal law, as well as all applicable installation rules and regulations, will cover the liability requirements and determinations at WSC.

Section 11. WSC will obtain adequate insurance as protection against public liability claims, property damage claims, or other legal actions arising from WSC activities, one or more WSC members acting on the behalf of WSC, or the operation of any equipment, apparatus, or device under the control and responsibility of WSC.

- a. Fidelity bonding will be purchased to cover members handling monthly cash flow exceeding \$500.
- b. Board and Directors insurance will be purchased to cover the actions of Board members.
- c. Volunteer insurance will be purchased to cover all volunteers participating in



sanctioned WSC workdays.

Section 12. WSC will comply with all federal, state, and local tax laws and codes.

ARTICLE V – OFFICERS AND GOVERNING BODY

Section 1. The WSC officers will be comprised of a President, Vice President, Secretary, Treasurer, and Equipment Officer. Any Board member that does not uphold and practice the WSC Constitution and Bylaws will be given an opportunity to defend his or herself before the Board. If the member is dissatisfied with the resolution by the Board, the issue may be addressed and voted on by the general membership. The decision of the general membership is final.

ARTICLE VI – DUTIES OF OFFICERS

Section 1. The Board members constitute the WSC Board, which is the organizational and governing body of WSC. The Board is responsible for day-to-day operations of the WSC and ensuring that the members comply with Army and Post regulations, and the WSC Constitution and Bylaws.

- a. The Board will present to the general membership all issues that are to be discussed and voted on by the general membership. Operations and decisions (minutes, finances, rosters, supplies, etc.) of WSC shall be made transparent to the membership. Full/primary members or eligible family members, (Reference c – ARTICLE I, Section 4) are eligible to serve on the Board.
- b. Military and DOD employees at no time shall use their official position to inappropriately influence the club.
- c. The Board members' primary responsibilities will be to abide by and enforce WSC Constitution and Bylaws.

ARTICLE VII – DUTIES OF COMMITTEE OFFICERS

Section 1. Committees that are formed shall have duties assigned as appropriate by the Board (i.e., Medical Record Keeper, Outreach, etc.)

Section 2. Committee Officers shall inform the Board of their committee events and activities.

Section 3. To be eligible, full/primary members must be in good standing by the governance of the WSC Constitution and Bylaws.

ARTICLE VIII – ELECTIONS AND VOTING

- a. Nominations shall be made by the members annually in December.
- b. Election for new officers shall be conducted by written ballot at the January monthly



member meeting.

- c. Newly elected officers will be determined by majority votes from the quorum of members present for the election.
 - 1) The established quorum for all WSC voting will be one-half of the membership plus one.
 - 2) Ballots are to include only a “yes” and “no” option.
- d. Votes will be conducted by the Secretary and at least two members in good standing. The newly elected officers will be announced prior to the end of the meeting.
- e. To be eligible for office, candidates must be in good standing by the governance of the WSC Constitution and Bylaws.
- f. Officers shall be elected members of Wheeler Saddle Club and shall take office on February 1st. Elected officers must receive a majority of votes to be elected by the membership present at the time of voting. Officers will be in the office position for one term (one year) and can hold the same office position (if voted in) for only three consecutive terms. There will be a one-year wait period for Board positions before a member can run for the same position if he/she has held the position for three consecutive years. If a Board member has maxed out three years, and no one runs for the position, Board members can be voted in one last year.
- g. The Secretary will type up election ballots based on the slate developed at the December general membership meeting. Ballots will be distributed at the January general membership meeting.
- h. The newly elected WSC Board will assume office on February 1st unless a special election is held. In the case of a special election, the newly elected Board member will assume office immediately following the election.
- i. If any Board member resigns or is impeached for any reason, nominations will be taken, and the general membership will vote on the replacement during the next scheduled general membership meeting. If the President resigns or is impeached for any reason, the Vice President will fill the President’s position until a new President is voted in and immediately assumes the position. These replacements will be full voting members of the Board and serve until the next general election in January.
 - 1) Any Board member that does not uphold and practice the WSC Constitution and Bylaws can be impeached and/or removed from their Board position. The officer will be given an opportunity to defend his or herself before the Board. If the member is dissatisfied with the resolution of the Board, the issue may be addressed and voted on by the general membership. The decision of the general members is final.
- j. The position of the President, Vice President, and Treasurer will not be held by more



than one member from the same barn.

Section 2. Voting Procedures:

- a. All voting that takes place at the board or membership meeting (or in the event of video chat meetings) is done by a show of hands or private ballot. Votes may not be done by proxy.
- b. Each member, married or single, is assigned a barn. One member at each barn may vote. Each barn is entitled to one vote in the election process.
- c. Members not in good standing are not eligible to vote.

ARTICLE IX – INSURANCE COVERAGE

Section 1. All members and adult dependents are required to maintain private liability insurance in the amount of at least \$50,000 in order to be involved in any equine activity at WSC. The WSC Secretary has copies of all members' insurance policies on file as part of a required document for in-processing. It is the member's responsibility to update this copy prior to the liability insurance expiration date. The WSC will also carry general liability insurance for all properties maintained by the WSC.

ARTICLE X – MEETINGS AND QUORUMS

Section 1. Regular monthly meetings shall be on the first Saturday of the month following a 1200 luncheon at the Ohana Center. If the workday/general membership meeting falls on a 3-day weekend, that workday/meeting will be rescheduled for the following Saturday.

Section 2. Special meetings may be called by the President or Vice President in the President's absence.

Section 3. A quorum of simple majority of the membership and officers shall be necessary to conduct business and to make official binding decisions. The established quorum for all WSC voting will be one-half of the membership plus one.

Section 4. One member from each barn is required to attend eight meetings within the previous 12 months to maintain voting privileges. Members are strongly advised to attend each meeting to stay informed and current on matters pertaining to WSC and to represent their views and desires for the club through voting. Members must be present for a 30-minute minimum to be counted as present for the meeting.

Section 5. Each barn (single or double stall barns) is entitled to one vote during general membership meetings. Each member, married or single, is assigned a barn. One member at each barn may vote.

ARTICLE XI – AMENDMENTS

Section 1. The Constitution and Bylaws shall always be ratified by a vote with the established quorum of membership attending the meeting.

Section 2. Amendments to the Constitution and Bylaws may be proposed by any member in good standing and shall be submitted to the Board for review. The proposal will be submitted to the membership for a vote. Changes passed by the membership shall be submitted to the WSC



President for inclusion into the Constitution and Bylaws and submitted to the Director, Family, Morale, Welfare, and Recreation (DFMWR) and legal. New amendments cannot be enforced until approved by DFMWR.

BYLAWS

The Wheeler Saddle Club (WSC) shall be guided in its procedures by WSC's latest established edition of the Constitution and Bylaws (C&BL).

I. MEMBERSHIP

Membership is restricted to the following:

- a. Membership is open to active-duty and retired military, current and retired reservists/National Guard, qualified dependents, and disabled veterans (must possess a Veteran Health Identification (VHIC) that displays "PURPLE HEART," "Former POW," OR "Service Connected."), active and retired Department of Defense Civilians (DoD) personnel and authorized DoD contractors with an active CAC card, qualified dependents, and Gold Star families.
- b. Shareboarders: A shareboarder is an authorized individual who wishes to enjoy the same rights and responsibilities of a boarder, but does not have a horse that he/she wishes to board at the Wheeler Saddle Club (WSC). Shareboarder applications may be submitted anytime and are subject to approval on the first of the month. A shareboarder's monthly fee is \$25, and participation in workdays is two hours monthly. Shareboarders are not allowed to vote.
- c. Sub-boarders: A sub-boarder is an authorized individual/family that owns their own horse but is not the primary member (they are sharing a primary member's barn). In addition to a monthly fee of \$50 and four work hours monthly to the club, but do not have voting privileges.
- d. Persons not meeting membership eligibility requirements are not authorized to lease or otherwise care for horses stabled at WSC.

Section 1. PROSPECTIVE MEMBERS: All prospective members are subject to Board approval and shall provide the following documents as a condition of in-processing prior to the arrival of a horse:

- a. Applicants will provide proof of \$50,000 personal liability insurance (current policy or insurance statement).
- b. Applicants and family members will sign a liability waiver (Attachment 1). A new liability waiver will be signed every two years.
- c. Applicants will complete an application for membership form. (Attachment 2)
- d. Applicants will provide proof of current vaccinations and deworming and complete the Equine Quarantine/New Horse Arrival Checklist. (Attachment 3)
- e. Applicants will sign an acknowledgment of receipt/understand and agree to abide by the WSC Constitution and Bylaws. (Attachment 4)



- f. Applicants will complete the Move-In Barn/Paddock Inspection Sheet when a barn is assigned (Attachment 5)
- g. Proof of ownership of incoming horse (veterinary records, bill of sale, lease agreement, receipt, etc.).
- h. Applicants will provide an ID card or an active CAC card for proof of eligibility or legitimacy.

Section 2. DUAL MEMBERSHIP: Dual membership status at WSC stable and Barbers Point Riding Club stable is allowed as long as there is no active-duty on the waitlist and the member is covering their workday, fees, and member responsibilities.

Section 3. GUESTS: All guests and non-member riders, prior to participating in horse-related and/or WSC activities, must sign a liability waiver. Sponsor will ensure that this waiver is given to the Secretary in a timely manner.

Section 4. CHANGE IN ELIGIBILITY:

- a. If a member has a change in eligibility (i.e., from active duty to retired military), they will inform the Board of this change within ten working days. Members who still meet the eligibility requirements to board a horse at WSC will not be evicted simply because their status has changed. In addition, the member's date that he/she began as a member at WSC will continue to be the same date, and that date will be used for purposes of determining seniority.
- b. When a military member retires or otherwise changes status that enables entitlement to WSC membership, that member must reapply for membership if necessary to ensure the active-duty military ratio of 51/49% is maintained.
- c. If a member can no longer meet the eligibility requirements, he/she will be given a 30-day grace period from the time of the change in status to clear the stable (i.e., change in status by leaving military service).

Section 5. MEMBERSHIP WAITLIST:

- a. Applicants may keep their place on the waitlist if they choose to be bypassed because they do not yet have a horse, or the horse cannot be transported immediately. The stall/paddock will then be offered to the next person on the list. Names on the waitlist will be prioritized by the owner's eligibility status and request date.
- b. Available barns will be offered to members first, then assigned based on membership seniority.
 - 1) Full members who have been at WSC the longest
 - 2) Sub-boarders who wish to have their own barn or share-boarders who wish to lease or purchase and have their own barn.
 - 3) Membership waitlist by priority.

Section 6. MEMBERSHIP MEETINGS AND MEMBERS IN GOOD STANDING: General



membership meetings are for members to discuss monthly club business, club funds and finances, upcoming functions, and membership requirements (dues, fees, attendance, insurance, etc).

- a. There will be one general membership meeting held on the first Saturday of each month. If a membership meeting falls on a 3-day weekend, that meeting will be rescheduled for the following Saturday.
- b. Members must attend 8 membership meetings within the previous 12 months. (8 meetings in a 'rolling' 12 months...Feb-Jan, Jul-Jun, Sept-Aug)
- c. New members must attend at least 50% of possible meetings within their first 12 months.
- d. All members are considered to be in good standing when they adhere to and are in full compliance with all of Wheeler Saddle Club's Constitution and Bylaws and have met the meeting attendance requirements, to include no outstanding dues owed.
- e. Members that miss membership meetings due to serious illness (an illness, injury, impairment, or physical condition which incapacitates the member) may be "excused" from the meeting and remain in good standing. A doctor's note may be required.
- f. Members not in good standing are not eligible to vote. The rights of voting and holding an office/committee position are reserved for WSC members who are in good standing.

Section 7. WORKDAYS: As a self-sustained club, monthly workday participation allows for the general upkeep of WSC property, maintenance, and preservation of our many trails, the arena, round pen, and jump field. All members and sub-boarders are required to participate in workday and/or complete four workday hours each month. Shareboarders are required to participate in workday and/or complete two workday hours each month

- a. There will be one workday held on the first Saturday of each month, from 8:00 A.M.-12:00 P.M. If a workday falls on a 3-day weekend, that workday will be rescheduled for the following Saturday. A special workday may be added during the month, as needed, for club necessities.
- b. Four hours of workday participation or a pre-approved project is required for members and sub-boarders at WSC (shareboarders – two hours). The Equipment Officer will compose a pre-approved workday tasklist. Workday participation is assessed monthly, and it is the responsibility of the Equipment Officer to maintain all participation records.
- c. Workday participation may be performed by the club individual, a family member, or a person outside of WSC that is 14 years of age or older. Those 14-17 must be accompanied by a guardian. Current liability waivers must be signed and maintained for all participants (valid for two years). However, the overall responsibility for the completion of workday hours is on the member, shareboarder, and/or sub-boarder.
- d. If an individual is unable to attend workday, the individual must provide a written request to the Equipment Officer and coordinate an alternative time to make up workday hours. Workday hours must be completed before the first of the following month the workday occurred.
- e. It may be necessary to have members to perform extra tasks for special purposes, emergencies, or to meet WSC commitments. If needed/possible, these special projects can be performed on a designated special workday.



- f. Each member and sub-boarder may only bank up to 4 work hours (shareboarders – 2) at any given time to be used at the discretion of the individual or for donation to another individual.
- g. Additional work hours completed each month beyond the required hours may be donated to other individuals. Banking or donation of these hours must occur within the month they are completed, or they are forfeited.
- h. Members may buy out of four workdays per calendar year. Each workday buyout is \$60 or \$15 per hour.
- i. The Equipment Officer, President, or Vice President in their absence, may postpone or cancel the workday due to hazardous weather or other circumstances. Work hours must still be made up during the month.
- j. Active duty and family members on active deployment orders are waived from workday hours and membership meetings for the duration of the deployment, including one month, prior and one month following the deployment time period. Deployment orders will be provided to the WSC Board to obtain workday and membership meeting attendance waivers.

Section 8. GRIEVANCE PROCEDURES/COMPLAINTS/VIOLATIONS: All issues to include: Grievance procedures, complaints, or violations of WSC rules, will be resolved internally. Suggestion, Comment, and Concern (SCC) form (Attachment 9)

- a. Grievance procedures and complaints:
 - 1) Step 1. The issue in need of resolution will be presented/reported to the Board either verbally or in writing. The Board will resolve the issue. If the member is not satisfied with the resolution, proceed to Step 2.
 - 2) Step 2. The issue can be taken to general members for resolution. The decision of the general membership is final.
- b. Violation of Constitution and Bylaws procedure:
 - 1) Members in violation of the CBLs will receive a friendly written reminder. If the violation continues or is repeated, a written warning will be given. If the violation continues, a written citation will be issued.
 - 2) Three citations on the same issue, or five citations on any issue within one year from the date of the first citation, are grounds for eviction.

Section 9: TERMINATION VOLUNTARY OR INVOLUNTARY: Membership in WSC may be terminated voluntarily or involuntarily:

- a. Voluntary Termination:
 - 1) A PCS move from Hawaii or termination of civil service or military status.
 - 2) A member's written notification to the Board no less than 30 days prior to vacating



for voluntary separation for any reason. (Attachment 6)

- 3) If a club member submits his/her resignation in writing to a Board member, the member will not be allowed to revoke his/her resignation without good cause. He/she may reapply for club membership. (Attachment 2)

b. Involuntary Termination:

- 1) Membership may be terminated involuntarily for reasons affecting Wheeler Saddle Club morale or welfare. The board will present reasons/justification to the affected club member(s) in writing (by personal delivery by a Board member with two non-Board member witnesses or certified mail). The member will have seven days after verified receipt to appeal the proposed involuntary termination to the Board. If dissatisfied with the Board's decision, the member may appeal to the general membership within 45 days. Involuntary termination may be initiated by the WSC Board for the following reasons:
 - i. Failure to comply with Army and Post Regulations and Policies.
 - ii. Failure to comply with WSC Constitution and Bylaws.
 - iii. Misuse of club property or equipment
 - iv. Theft of another member's personal property or theft of WSC property.
 - v. Any unwanted physical contact, aggressive posturing, or verbal threats of violence against any person while on WSC property.
- 2) Member complaints concerning the operations of the WSC will be brought to the attention of the WSC Board for resolution during any club meetings. The Board will be given a reasonable time to address any issues raised.
- 3) Although the primary member/boarder is responsible for the actions of his/her sub-boarder and/or shareboarder, any sub-boarder or shareboarder who leaves WSC without paying monthly dues or working/paying for missed workday will be denied membership until past financial obligations are met.

Section 10. POWER OF ATTORNEY (POA):

- a. The WSC member must submit the power of attorney (POA) under consideration, in its entirety, for review by every WSC Board member and agree to the release of the POA, in its entirety (social security number and birth date may be redacted), to the WSC membership if contested.
- b. The disposition of all POA arrangements that directly or potentially affect WSC will be addressed on a case-by-case basis. No permissions granted between the WSC member and their agent is recognized or authorized prior to WSC Board review and approval by a majority (half plus one) vote of the WSC Board. WSC Board will rule on the submitted POA within 30 days of the WSC Board's acknowledgment of the POA submission by the WSC member.
 - 1) The WSC Board will disseminate its ruling to the entire membership within 24 hours of reaching a decision. A group e-mail to all WSC members that succinctly



identifies the agent, WSC member, and authorizations granted is sufficient. Additionally, the ruling will be announced as new business at the next regularly scheduled WSC general membership meeting.

- 2) Any WSC member in good standing may contest the WSC Board decision on any POA. Written contestation of the WSC Board decision should be submitted to the WSC Board within 30 days of the announcement of approval or denial of said POA. Contesting arguments and rebuttals will be presented to the WSC membership by the contesting member or their designated representative at the next regularly scheduled WSC monthly membership meeting as new business.
 - a) If member quorum is met, the contesting member may motion for an immediate vote at the conclusion of the discussion. Otherwise, a vote will be conducted at the next regularly scheduled WSC membership meeting, with quorum met, as old business.
 - b) An over-ruling of the WSC Board decision requires a majority (half plus one) vote of member quorum.
 - c) The results of the membership vote on the disposition of POA authorizations is final.
 - d) The initial WSC Board ruling on any POA stands while under contestation.
 - i. The principal member and their agent are expected to operate under the understanding that the WSC Board ruling may be overridden by a membership vote and plan accordingly.
- c. No POA will be recognized or authorized, by the WSC Board or WSC membership, to grant privileges at WSC to any agent that does not meet WSC membership eligibility criteria (Article II, Section 1). POA submissions deemed to be an effort to circumvent the WSC Constitution and Bylaws may be considered an action to disrupt the good order and discipline of the club. Such actions may be subject to disciplinary review (Failure to comply with WSC Constitution and Bylaws).
- d. No POA may authorize the transfer of WSC membership rights or privileges. Any agent that desires WSC membership must be eligible and submit their WSC membership application in accordance with WSC's Constitution and Bylaws. See letter dated 30 April 2015 regarding Power of Attorney. (Attachment 8)
- e. The WSC member with the approved POA is responsible for the conduct of their agent while their agent is on WSC grounds. Activities authorized to the agent are not transferrable to an appointee of the agent. Any violations of the WSC Constitution and Bylaws may affect the WSC member's status and may prompt reconsideration of the POA authorization. Reconsideration may be initiated by the WSC Board majority (half plus one) for the life of the POA. Any WSC member in good standing may contest reconsideration rulings. WSC reserves the right to ban WSC members and/or their agents if they cannot prove the legitimacy of their presence.
- f. POA authorization will be reviewed and revalidated annually by the incoming WSC Board. Review and revalidation will take place during the February Board meeting as new business. Revalidation of all active POA will be announced individually at the regularly scheduled March WSC membership meeting.



- g. POA authorization at WSC is withdrawn upon written request of the principal member or their agent or concurrent with POA expiration or membership termination.

II. BARN RULES

Section 1. **SPEED LIMIT:** Speed limit within WSC grounds is ten miles per hour.

Section 2. **FIREARMS/DEADLY WEAPONS:** No unauthorized firearms or deadly weapons will be permitted on WSC property.

Section 3. **ALCOHOL:** Consumption, possession, and distribution or sale of alcoholic beverages are prohibited at any time.

Section 4. **RIDER SAFETY:** WSC recommends that anyone participating in any mounted equine activities wear an approved ASTM/SEI safety helmet. However, the wearing of an approved helmet is mandatory regardless of age, when engaged in jumping, regardless of heights of the jumps. At all times, riders under the age of 18 are required to wear an approved ASTM/SEI helmet.

Section 5. **NON-EQUINE PETS:** Members and their guests will ensure domestic pets are leashed or crated at all times and do not stray from their barn/paddock area. All pet waste must promptly be cleaned up and properly disposed of. No domestic pets or livestock will be allowed to board or remain overnight at WSC without approval of the WSC Board

Section 6. **DISPUTES:** Disputes will come before the Board or HPD/MPs if applicable. Inappropriate reporting of disputes are grounds for dismissal by the Board.

Section 7. **GOOD NEIGHBOR:** All members are to be a good neighbor, that is, to treat other members with cordiality and consideration and to respect their property and the common property of WSC.

Section 8. **HUMANE TREATMENT OF HORSES:** All members will provide humane treatment to their own horses and authorized pets, and keep them in good health (as documented by an equine veterinarian), and keep their environment in clean condition, in accordance with HRS 711.1109

Section 9. **MEDICAL CARE OF HORSES:** Members are responsible for the medical care of their horses. Members will obtain professional care at their own expense as soon as it becomes necessary in the opinion of the Board or Post Veterinarian. If the member fails to do so within a reasonable time period, the Board will obtain proper care and the member will bear the expense. If unfounded, WSC will pay the cost of the veterinary services. During the absence or unavailability of the member, emergency medical services will be obtained at the discretion of the Board and the member will bear the expense. Members will provide the Board with the name and telephone number of their preferred veterinarian, but the Board may obtain the services of an alternate veterinarian if the preferred veterinarian is unavailable.

Section 10. **EMERGENCIES:** Owners are responsible for all emergencies, medical and otherwise. In the event the owner cannot be reached, the Board will take the necessary action to correct the situation at the owner's expense.

Section 11. **PERSONAL ACCIDENT OR INJURY:** Accidents which result in injury requiring medical treatment or which require a precautionary visit to the dispensary or any medical facility will be immediately reported to the Board.



Section 12. PERMANENT PROPERTY: WSC permanent property will not be altered or relocated without prior approval of the WSC Board. Board approval may be obtained by written request or submission of a SCC form (Attachment 9), to include diagrams and pertinent details. A reimbursement request for any improvement must be approved prior to any work being done.

Section 13. FIRE PREVENTION AND CONTROL PROCEDURES: The WSC Fire Marshall will conduct an inspection to ensure the facility is maintaining correct fire prevention procedures IAW Army Regulation 385.10 (Reference d – Article I, Section 4). No campfires, fire pits, and unattended open flames are allowed. No smoking within barn or common areas or with any structure where hazardous and combustible materials are stored. Dispose of cigarette butts properly. Storage of combustible liquid will not be stored in/around barn; these items will be stored in the hazmat shed.

Section 14. WSC EQUIPMENT: No WSC equipment will be used for personal use outside the WSC area at any time.

Section 15. MAINTENANCE OF PADDOCKS/BARNS: The maintenance of individual paddocks and barns are the responsibility of the occupants. All members are responsible for their physical security, attractive appearance, care, and maintenance of his/her barn/paddock and for ensuring that barn/paddock conditions create a safe and sanitary environment for horses. All conditions that could endanger a horse must be eliminated immediately. Basic standards on unattended horses include the following:

- a. Members must place all concentrate type feeds (all types of grain, complete pellets, calf manna, etc.) in enclosed containers. If leaving feed outside their tack rooms for future feedings, please place the concentrated fee inside closed container.
- b. Barn lanai is clean and neat
- c. Barn building and fences are properly maintained.
- d. Member barns shall be painted every three years, or as needed.
- e. Leaking water lines are repaired
- f. WSC work tools/equipment are cleaned and safely stored after use.
- g. Manure is cleaned up and dumped at the specific location at least every 48 hours.
- h. Grass/weeds are maintained no higher than eight inches.
- i. Recommended water troughs of +35 gallons for horses remain clean and readily available for the horses; horses will not be without water for any period of time.
- j. Every boarder shall post a sign on his/her barn which includes: Name of boarder, horse's name, home/work phone number, and vet phone number.
- k. Horses will not be left unattended with halters on.
- l. Water consumption for watering is limited to 15 minutes per day or 30 minutes every other day.

Section 16. EQUINE VACANCY: An equine must be in the member's barn within 30 days of vacancy, for whatever reason. Additional extensions may be requested in writing to the Board in



30-day increments, pending Board approval.

Section 17. EXPENDITURES: Single expenditures under \$500 can be approved by the WSC Treasurer and must have co-approval of the WSC President or Vice President. Expenditures \$500 and over will require approval by the membership. Recurring expenditures that will amount to \$500 and over during the fiscal year will require approval by the Board.

Section 18. FAMILY MEMBERS:

- a. A family member over 18 years must be present at the stable when guests are in the WSC area. All guests must sign liability waivers (Attachment 1) before riding any club member's horse or using any club facilities or equipment. Liability waivers will be kept on file for two years.
- b. Family members 14 years and older are allowed to ride without adult supervision; however, they cannot supervise younger family members or non-members when the child is riding. WSC members are responsible for the actions of their family members. A written approval from the non-member's parent or guardian is required.
- c. WSC adult members (18 years and older) are responsible for all actions of their minor family members and guests at all times. A designated adult WSC member must accompany minors under the age of 14 while at WSC. Children six years old and younger need to be with a parent or designated WSC adult member at all times. (Reference e – Article I, Section 4.)
- d. WSC members are responsible for all actions of their guests at all times. A family member of 18 years of age must be present with relatives or guests. All non-member riders must sign a liability waiver prior to riding any horse or using any stables facilities or equipment and it must be filed with WSC. If a WSC member fails to have his/her guest sign a waiver of liability (Attachment 1) and an accident or injury occurs to that guest, the WSC member will be responsible for any and all claims, demands, damages, and actions caused by actions or suits of any kind arising from or occurring as a result, directly or indirectly, of the guest's use of the WSC member's horse(s) on WSC property or use of any WSC facilities or equipment with member's prior knowledge.
- e. Club members have priority over guests for use of riding facilities, consideration for guests is appreciated.

Section 19. UNAUTHORIZED PERSONNEL: Unauthorized personnel are not allowed to visit other member's paddock without permission of that member, except in an emergency where the safety/health of the horse is in question (i.e., capturing and returning a loose horse to its owner or assigned paddock is considered an emergency).

Section 20. WSC TRAINERS/INSTRUCTORS: WSC trainers and instructors must have their current trainer/instructor liability insurance on file and obtain approval of the WSC Board to provide lessons to members and non-members. NON-MEMBERS are required to sign a liability waiver prior to participation in the lesson. A trainer/instructor is anyone who accepts monetary compensation for their services.

Section 21. NON-MEMBER TRAINERS AND INSTRUCTORS: Trainers and instructors must have current trainer/instructor liability insurance on file with WSC, and obtain WSC Board approval. Upon approval, they may use WSC facilities to give lessons or train horses. A licensed



trainer, as a professional, may train without a WSC member present. The trainer/instructor must sign a WSC liability form prior to using WSC facilities. (Attachment 1). All non-WSC members must sign a liability waiver before taking each lesson.

- a. An instructor and or/trainer is defined as a WSC member or non-member who conducts equestrian instruction and/or trains a member's horse for compensation, for one person or a group, on a regular/irregular or recurring basis.

EQUISURE DEFINITION OF INSURANCE REASON: Designed to protect horse professionals from alleged negligence, error or omission from third-party claims arising from the professional's insured activities.

- b. Members who instruct other family members, members who train their own horses, and members who provide horsemanship or horse training tips to other members on a non-compensated basis are excluded from these definitions.
- c. Guests or outside lesson horses need to have a complete medical packet with the Secretary prior to visits. Event horses are not allowed in member barns or paddocks at any time, but may be allowed in the common use areas, provided there is no opportunity for nose-to-nose contact with the WSC herd.

Section 22: HORSE TRAILERS: Horse trailers will only be kept in a WSC Board assigned area.

Section 23. DUES AND FEES: All members are to pay monthly dues by the 1st of the month and will be considered late after the 15th of the month.

- a. Dues and fee amounts will be proposed by the WSC Board and voted on by the general membership
- b. A security deposit of \$200 and first month dues will be provided to the WSC Treasurer, upon acceptance of the member and issuance of barn, prior to a member moving a horse into a paddock. Payment of monthly dues should not be contingent on having a horse, but on accepting the barn. This deposit will be refunded if all termination requirements are met.
 - 1) The paddock meets club standards as determined by Inspection Sheet and by the Board. (Attachment 7)
 - 2) The member turns in a written resignation letter, with a forwarding address and a request for refund of security deposit to the WSC President or Treasurer with ten days of barn clearance. (Attachment 6)
- c. Full members of a barn (excluding shareboarders and sub-boarders) will pay an annual \$200 maintenance fee for WSC maintenance and upkeep. This annual fee will be paid every February. The fee will be prorated for new members that joined WSC after the month of February.

Section 24. BOARDING DUES:

- a. Payment by check will be made payable to Wheeler Saddle Club and must include complete current name, address, and phone number. Payment may be delivered to the WSC Treasurer or mailed to P.O. Box 861670, Wahiawa, HI 96786-8653. A \$25 charge will be levied for checks written on insufficient funds. This amount is subject to change without notice.



- b. Dues for each double-stall barn and up to two horses are \$125 per month.
- c. Barns 525, 517, 483, and 563 are split barns reserved for active duty only. Members pay \$65 a month for these single-stall barns and tack rooms. Barns 563B and 483A are equipped with an additional shelter for a second horse.
- d. Only member's monthly dues will be prorated based on 30 days at the time of acceptance into membership or resignation. Additional horses not in the paddock for the entire month will be prorated based on 30 days.
- e. Shareboarder's dues are \$25 per month.
- f. Sub-boarder's, who own their horse but share a barn with a WSC members, dues are \$50 per month.
- g. Member, shareboarder and sub-boarder dues are due on the 1st of the month. Dues paid after the 15th of the month will be charged a \$50 late fee.
- h. Double-stall barns with more than two horses will pay an additional fee of \$50/horse per month. Single-stall barns with more than one horse will pay an additional \$50/horse per month. These additional horses require Board approval prior to boarding at WSC.
- i. Members may buy out of four workdays per calendar year. Each workday buyout is \$60 or \$15 per hour. Workday fees are due by the 1st of the following month. Workday fees paid after the 15th of the month will be charged a \$50 late fee, separate from late dues fees.
- j. There are no additional fees for WSC members using quarantine stalls.

III. EQUINE RULES

Section 1. EQUINE RULES:

- a. Failure to maintain required deworming and vaccination schedule may result in the horse in question being moved to the quarantine stalls by the owner until proof is presented to the WSC Secretary. Vaccinations will only be administered by a licensed veterinarian.
- b. Vaccinations required for permanent stabling on WSC are:
 - Eastern and Western Encephalomyelitis – annually
 - Tetanus – annually
 - Rhinopneumonitis – semiannually
 - Equine Influenza – semiannually
- c. For horse stabled on WSC property permanently, proof of current vaccinations must be submitted to the WSC Secretary within ten days of the vaccinations. Failure to maintain current vaccinations may result in termination of boarding contract. THERE IS ONLY A 30-DAY GRACE PERIOD.
- d. Horses may be allowed to roam freely, that is without any form of restraint, when they are within the fenced confines of an individual barn area or in one of the designated fenced turnout pasture areas. When horses are in other areas, to include that portion of the owner's barn that is unfenced, and in public areas, they will be under restraint for the safety of both horses and humans. Approved restraints include under saddle with rider



mounted, or secured by reins, lead line, or cross ties. A horse outside of the designated fenced areas is not considered suitably restrained when under voice command only. Do not tie or stake horses to fencing.

- e. All horses must be supervised when left in turn out.
- f. Only horses stabled at WSC will be allowed in the member's barn/stall or paddock area.
- g. Horses will not exceed a SLOW TROT in the stables area or on the road between the stables and the arena.
- h. No horses will be ridden without written permission of the Garrison Commander beyond the white Wheeler Stable sign (along Welch Road), in any housing area, all range and training areas, any athletic field, on/near the flight line, hangar area, or maintenance areas of Wheeler Army Airfield.
- i. No stallions over the age of six months will be stabled on WSC property. However, colts born on WSC property, after the age of six months, will be judged on a case-by-case basis in regards to gelding, but not allowed after one year. Colts after six months of age that have been determined by the Board to be a nuisance due to stallion-like behavior, or colts that have reached one year of age, will be required to be gelded or removed from WSC property at the owner's expense within 30 days. The colt will be confined based on the Board recommendations and proper signage will be put up.
- j. The Post Veterinarian inspects quarterly and if time and staff permits, may conduct vaccination clinics for eligible owner's horses. The Post Veterinarian may examine, recommend/advise treatments and order quarantine of WSC horses if necessary, to control the spread of a contagious disease/condition, as well as perform Coggins testing and health certifications. He/she does not replace a civilian veterinarian and does not have the equipment or facility for equine care.
- k. Deworming at WSC is done on a regular deworming schedule:
 - 1) Members will deworm their horses every six months according to their horse's deworming schedule.
 - 2) Fecal counts are done once a year
 - 3) If the member chooses to deworm the horse(s) more than the policy requires, please turn in the deworming tube used to the WSC Secretary. The goal is to individualize a deworming program for each horse and identify horses with a heavy parasite load.
 - 4) Another option is to follow the guidelines of the American Association of Equine Practitioners and do a fecal count before deworming. If the count is over 50 eggs per gram, then another fecal count will need to be done 14-21 days later, with a reduction below 50 eggs per gram.
 - 5) All horses with a positive fecal count over 50 eggs per gram will not be allowed in the common turnout pastures until the parasite load is reduced to below 50 eggs per gram.



- l. WSC, with regards to equine care/transport and quarantine, complies with state laws, Army regulations, and Post Veterinarian recommendations.
- m. Each horse shall have its own stall or cover. If an additional stall or cover is required, the WSC Board's approval will need to be obtained for the proposed permanent structure and design, at the owner's expense.

Section 2. ROUND PEN/ARENA RULES:

- a. There is a time limit of 30 minutes per session in the round pen and arena if other club members are waiting to use it. Members/shareboarders/sub-boarders should wait for their turn at least 15 feet away from the round pen and arena.
- b. All gates in arena, round pen, and community pastures shall be closed and secured after each use.
- c. Main arena: No equipment shall be left in the arena after each use. All poles, barrels, jumps, mounting blocks, obstacles, tarps, etc., shall be stored in the storage area after each use.

Section 3. TURNOUT: Members may use the turnout areas at their own risk. Horse owners must be on the premises or have a designated WSC member overseeing their horse(s) while it is in the turnout area. There is a 60 minute time limit if someone is waiting.

Section 4. QUARANTINE AND IN-BOUND HORSES TO HERD:

- a. Quarantine: State standard for release from quarantine is that the horse is negative for equine infectious anemia (EIA) and that all required vaccinations are current.
 - 1) Horses directly entering WSC from outside the State of Hawaii will be tested for EIA and quarantined in accordance with Hawaii State Law for a period of at least 45 days. Horses directly entering WSC from outside Hawaii will not be released from quarantine until a second Coggins test and a health certificate from a certified veterinarian is received by the WSC Board, in writing. In no case will horses arriving from outside Hawaii be removed from quarantine until approved in writing by the Schofield Barracks Post Veterinarian, or a licensed civilian veterinarian, and that written approval is received by a WSC Board member. Failure to comply with approved quarantined procedures could result in additional quarantine for the horse(s) in question, removal of the horse(s) from WSC premises, and/or boarding privilege termination.
 - 2) Horses in quarantine must be fly sprayed daily or remain, at a minimum, 200 yards away from any horse at all times; maintaining this distance is the responsibility of the owner of the horse in quarantine. Horses are allowed in the main arena, when it is not being used; for turnout, riding, and exercise.
 - a) Horses arriving out of state will be assigned to a quarantine pen and separated from the herd for two weeks. If, after two weeks, the horse shows no signs of illness (runny nose, eyes, etc.), the horse may be moved (pending Board approval) to an available stall that ensures no nose-to-nose contact with other equines. Daily fly spraying is to be continued for the remaining 45-60 days.



- b. The quarantine pen and equipment will be bleached with a 50/50 solution of bleach and water, between horses, by the owner.
- c. Horses moved within the State of Hawaii will be allowed free movement (no quarantine provisions) provided that the below listed conditions exist.
 - 1) If imported within the last calendar year, they were tested and found negative for EIA (as outlined in paragraph 4.a.(1) above), and are not currently under quarantine elsewhere
 - 2) If native horses (born in state), because of reasonable certainty that horses born and raised in Hawaii are not infected with EIA and state law requiring testing of non-native horses prior to permitting their interaction with other horses in Hawaii, a negative Coggins test is not required.

Section 5. DEATH OF A HORSE: In the event of the death of a horse or a diagnosis of contagious illness/ailment, the member of the affected horse will notify the Board, which will in turn, notify the membership. The owner(s) of the affected horse will then comply with any requirements made by the equine civilian veterinarian and/or Post Veterinarian. The removal of the deceased horse is the responsibility of the owner and will be done at the owner's expense.

IV. BOARD OF DIRECTORS

Section 1. WHEELER SADDLE CLUB OFFICERS: The WSC officers will be comprised of a President, Vice President, Secretary, Treasurer, and Equipment Officer. Any Board member that does not uphold and practice the WSC Constitution and Bylaws can be impeached and/or removed from their Board position. The officer will be given an opportunity to defend his or herself before the Board. If the member is dissatisfied with the resolution by the Board, the issue may be addressed and voted on by the general membership. The decision of the general membership is final. If any Board positions remain unoccupied after election, or due to impeachment or resigning, the Board will absorb the position duties while continuing to solicit each month to fill the vacant position.

Section 2. BOARD MEETINGS: The Board shall conduct and attend monthly Board meetings. Each Board member is entitled to one vote; except the President, or Vice President in the absence of the President.

Section 3: PRIMARY DUTIES OF THE BOARD: The primary duties of the Board shall be:

The PRESIDENT shall:

- a. Be ultimately, but not solely, responsible for the operation of WSC and report on matters concerning WSC to the membership.
- b. Be responsible for initiating the updating of the Constitution and Bylaws as described
- c. In the event of a Board meeting tie vote, the President may cast the deciding vote or submit to the membership for a vote. The President may vote as a member at the membership meetings.
- d. Have co-approval authority for spending club funds (expenditures under \$500) with the



co-approval of the WSC Treasurer.

- e. Enforce the Constitution and Bylaws, counsel members who violate the Constitution and Bylaws, and issue violations as needed.
- f. Meet with and advise committee members.
- g. Be a selfless role model putting the membership before self.
- h. Foster and maintain a healthy morale and unity among the membership.
- i. Provide a strong leadership that is fair in equality and honest with transparency.
- j. Participate in WSC workdays, events, and activities.
- k. Notify members who have failed to vaccinate and/or worm their equine(s) as scheduled and require their equine(s) to be moved to the quarantine stall within 24 hours of notification until proof of worming and/or vaccinations has been submitted to the Secretary.
- l. If the Equipment Officer is not available, the President or the Vice President has the discretion of postponing or canceling the workday due to inclement weather or other circumstances. Work hours must be made up during the month.

The VICE PRESIDENT shall:

- a. Assist the President as needed.
- b. Assume the duties and responsibilities (a through l) of the President during his/her absence.
- c. Make paddock assignments for accepted members and for members who wish to change paddocks. Paddock assignment is based on seniority.
- d. Conduct move-in and final clearance inspections of all paddocks
- e. Have co-approval authority for spending club funds (expenditures under \$500) with the co-approval of the WSC Treasurer.
- f. Maintain good standing records to ensure voter eligibility for general membership meetings.
- g. Accept, compile all necessary documents, check references, and screen new applications for membership from applicants on a first-come first-serve basis according to the Constitution and Bylaws. All membership applications will be approved by the Board.
- h. Oversee a sponsor is assigned for the new member.



- i. Provide members (via e-mail) with a list of applicants as the list changes.
- j. Be responsible for the operation of WSC and will report on matters concerning WSC to the membership
- k. In the absence of the President, in the event of a Board tie vote, cast the deciding vote to break the tie.
- l. Enforce the Constitution and Bylaws, counsel members who violate the Constitution and Bylaws, and issue violations as needed.
- m. Meet with and advise committee members.
- n. Be a selfless role model putting the membership before self.
- o. Foster and maintain a healthy morale and unity among the membership.
- p. Provide a strong leadership that is fair in equality and honest with transparency.
- q. Participate in WSC workdays, events, and activities.
- r. Notify members who have failed to vaccinate and/or worm their equine(s) as scheduled and require their equine(s) to be moved to the quarantine stall within 24 hours of notification until proof of worming and/or vaccinations has been submitted to the Secretary.
- s. Update WSC's website and answer e-mails inquiring about membership
- t. Oversee WSC's Facebook page
- u. If the Equipment Officer is not available, the President or the Vice President has the discretion of postponing or canceling the workday due to inclement weather or other circumstances. Work hours must be made up during the month.

The SECRETARY shall:

- a. Record the minutes of both the Board and WSC general membership meetings. He/she will forward copies of the minutes to the President within seven days of the meeting for his/her signature.
- b. The Secretary will send a copy of the minutes to the membership via e-mail. Discrepancies in the minutes will be resolved by the Board.
- c. Maintain copies of the signed minutes in the WSC file
- d. Submit copies of the minutes to the USAG-HI, DWSC no less than annually.
- e. Maintain records of all membership application packets.



- f. Maintain records of move-in and departure paddock inspections
- g. Maintain Standard Lease Agreements.
- h. Maintain Request for Membership Terminations
- i. Maintain Constitution and Bylaws Acknowledgement Sheet.
- j. Maintain applications and seniority list and provide to members via e-mail.
- k. Update and maintain rosters of current membership with addresses and phone numbers (all contact information) and provide to membership via e-mail.
- l. Maintain all insurance information as required by the WSC Constitution and Bylaws.
- m. Maintain the master copy of the current WSC Constitution and Bylaws and promulgate all changes approved by the WSC Board, membership, and distribute changes to the general membership within seven days of their approval.
- n. Notify the Board members who are delinquent with their document responsibilities.
- o. Maintain authorized equine medical records.
- p. Advise members when their horses are due for vaccinations or worming.
- q. Maintain Equine Quarantine/New Horse Arrival Checklist
- r. Coordinate quarterly WSC inspections and vaccination clinics with the Post Veterinarian. Owners will be responsible for restraining their own horses.
- s. Coordinate yearly fecal count collection of the WSC herd
- t. Update yearly and confirm WSC is following the current guidelines of the AAEP Parasite Control.
- u. Notify the Board of members who are delinquent with their equine medical responsibilities.
- v. When the fecal counts are done and 50% of the herd test positive (50 eggs per gram or more), a veterinarian will need to be consulted to re-evaluate deworming program.

The TREASURER shall:

- a. Collect and write receipts for membership/barn dues each month. Receipts will be distributed within 30 days.
- b. Provide monthly financial (Treasurer's) reports to the Board and membership



- c. Deposit money in WSC account at the designated financial institution
- d. Withdraw funds under \$500, which have been co-approved by the President or Vice President
- e. File a Form 990 electronically with the Internal Revenue Service on the 15th day of the 5th month after the close of WSC's fiscal year.
- f. Notify the Board of members who are delinquent in payment/dues.
- g. Check with the Equipment Officer if any members are delinquent in workday hours and need to pay.
- h. Reimburse members for authorized purchases. All purchases must be accompanied by receipts.
- i. Arrange monthly audits of end-of-month statements to be done by one rotating WSC member who is not on the Board. WSC members may use this toward work hours.
- j. Prepare copies of the financials (Treasurer's reports and audits) on a quarterly basis for submission to MWR. All financials must be signed by the Treasurer and the President.
- k. The property of WSC shall be accounted for by the Treasurer in accordance with the C&BL General Provisions (Article IV Section 6), by generally accepted accounting principles by March 1st each year.

The EQUIPMENT OFFICER shall:

- a. Form a committee who will assist the Officer.
- b. Maintain equipment and rent or purchase equipment
- c. Prepare a monthly report on workday projects to be presented at the Board and general membership meetings. Maintain a list of outstanding work orders, and other projects, and keep the Board posted on the status of projects.
- d. Maintain workday participation records
- e. Maintain equipment and supplies records
- f. Notify the Board of members who are delinquent with their workday hours
- g. Notify the Board of lost, misused, or damaged equipment
- h. Supervise, assist, and facilitate members during workday
- i. Attend Board and membership meetings to provide status on maintenance of equipment, workday hours, and assignments for workday projects.



- j. Ensure equipment for the workday is ready to be used for workday prior to the day of work.
- k. Ensure equipment is cleaned by members after use.
- l. Provide training and assistance in equipment usage.
- m. Maintain and clear manure pile
- n. Work with Treasurer to order supplies and equipment.
- o. Enforce safety regulations
- p. Has the discretion of postponing or canceling a workday due to inclement weather or other circumstances. Work hours must be made up during the month. If Equipment Officer is not available, the President or Vice President may postpone or cancel the workday.

Attachment 1 Release, Hold Harmless, and Indemnification Agreement

Attachment 2 Application for Membership

Attachment 3 Equine Quarantine/New Horse Arrival Checklist

Attachment 4 Constitution and Bylaws Acknowledgement Sheet

Attachment 5 Move-In Barn/Paddock Inspection

Attachment 6 Resignation/Termination of Boarding Agreement

Attachment 7 Departure Barn/Paddock Inspection

Attachment 8 Letter from Attorney Regarding Power of Attorney

Attachment 9 Suggestion, Comment, and Concern (SCC) Form

_____ Date: _____
President, Wheeler Saddle Club

_____ Date: _____
Secretary, Wheeler Saddle Club



Attachment (1) Revised June 2019 RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

**WHEELER SADDLE CLUB (WSC)
P.O. Box 861670
Wahiawa, HI 96786-8563**

RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

1. According to H R S § 663B-1, B-2, Hawaii is unique in how it treats liability for injuries incurred during equine activities. The relevant section provides that, in any civil action for injury, loss, damage, or death of an equine participant, there shall be a rebuttable presumption that the injury, loss, damage, or death was not caused by the negligence of an equine activity sponsor, equine professional, or their employees or agents, if the injury, loss, damage, or death was caused solely by the inherent risk and unpredictable nature of the equine. Liability is not limited by this statute where the equine professional knowingly provided faulty tack or equipment, failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine or activity, owns or otherwise is in lawful possession of the land or facilities upon which the participant sustained injuries because of a known, dangerous latent condition, or if he or she commits an act or omission that constitutes willful or wanton disregard for the safety of the participant or intentionally injures the participant.

2. In consideration of my voluntary participation in an equine activity at WSC, I understand and agree to the following:

- a. Such equine activity has certain inherent risks, including but not limited to a horse's propensity to act in ways which can cause injury, harm or death, a horse's reaction to sudden sounds or movement, the existence of certain hazards such as surface and subsurface conditions, and the possibility of collision with other objects.
- b. Appropriate safety equipment will be worn at all times (children under the age of 18 years are required to wear ASTM/SEI approved helmets while riding a horse at Wheeler Saddle Club; additionally, all riders will wear ASTM/SEI approved helmets when jumping a horse).

3. Being aware of the risks involved in participating in such activity, including death, personal injury, property damage or property loss, I hereby agree to the following in the event of death, personal injury, property damage, or property loss occurs to me, horse or property as a result of the above mentioned activity.

- a. I hereby agree that I will hold harmless and not institute any claim or bring any suit against the United States, Wheeler Saddle Club, its officers, employees, agents and volunteers because of said death, personal injury, property damage, or property loss including the death of horse(s).
- b. I hereby agree to defend Wheeler Saddle Club its officers, employees, agents and volunteers



in the event that WSC, the United States, its agencies and their officers, employees and agents have any claims or suits; presented against them because of said death, personal injury, property damage or property loss including death of horse(s). I additionally agree to indemnify and reimburse Wheeler Saddle Club and its officers, employees, agents and volunteers for any costs or awards incident to a suit or claim presented against them because of said death, personal injury, property damage, or property loss including the death of horse(s).

c. I hereby release and discharge Wheeler Saddle Club its officers, employees and agents from any and all claims based on said death, personal injury, property damage, or property loss including the death of my horse(s).

d. I acknowledge an understanding that the activity is conducted without Wheeler Saddle Club assuming any liability for death, personal injury, and property damage or property loss occurring in conjunction with the above activity.

e. I expressly assume the risk of harm to another participant, their horse, or their property which is caused by my action or inaction and will accept responsibility for that harm (financially and otherwise) and agree to indemnify (reimburse) Wheeler Saddle Club for losses, damages, or costs.

4. The provisions of this document are binding not only on me but on my agents, heirs, assignees, or any other persons or entities claiming on my behalf.

Signature Date

Printed Name

If signing for minor child/children, please provide name(s) of child/children and your relationship.

Printed Name of Child Age Relationship to Minor

Printed Name of Child Age Relationship to Minor

Signature of Parent and/or Legal Guardian on behalf of the above named child/children Date: _____

Sponsor's Name: _____ Barn Number: _____ Signature: _____

_____ Liability waivers expire in two years.

Please drop off signed liability form in the mailbox at the Ohana Center. All club members, as well as guests, must have a liability form on file while being on stable property.



Attachment 2: Application

APPLICATION FOR MEMBERSHIP

Membership Status (please circle one): Full Member Shareboarder Sub-boarder Name:

_____ Date: _____ A military ID

card or an active CAC card is required for membership.

Applying as (please check one):

Active Duty ____ Retired Military ____ Active Reservist ____ Retired Reservist

____ National Guard ____ Qualified Dependent ____ Gold Star Family ____

ETS/PCS/DEROS Date: _____

Branch of Service and Rank, if applicable: _____

Home Address: _____

Work Address: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____

E-mail Address: _____

Marital Status: _____ Name of Spouse: _____

Dependents:

Name Relationship Age Gender 1.

1. _____

2. _____

3. _____

4. _____

Horse(s):

Name Breed Age Mare/Gelding Description

1. _____

2. _____



Number: _____ Signature of Primary Member:

_____ Date: _____ Vice President

Approved: _____ Date: _____

Waitlisted, if no stall available Date: _____



Attachment 3

EQUINE QUARANTINE/NEW HORSE ARRIVAL CHECKLIST

Member

Name: _____

Address: _____

Home/Duty Phone: _____

Horse's Name: _____

Age: _____ Sex: _____ Breed: _____ Color: _____

_____ 1. Prior to arrival of the horse, the prospective member provides to the Wheeler Saddle Club Board:

- a. _____ A completed Application for Membership (Attachment 2).
- b. _____ Proof of eligibility.
- c. _____ Evidence of current personal liability insurance coverage of at least \$50,000. d. _____ Signed Constitution and Bylaws acknowledgment sheet (Attachment 4).
- e. _____ Deposit check. Checks will not be accepted/deposited until all other requirements are met. f. _____ Proof of ownership.
- g. _____ Proof of current shots, worming.
- h. _____ Entry and post entry negative Coggins test results for horse coming

from out of state. Horse expected arrival date: _____ Horse assigned to barn number: _____ 2. Upon arrival of out of state horses:

- a. _____ Wheeler Saddle Club Vice President assigns quarantine pen.
- b. _____ Wheeler Saddle Club Vice President verifies data and time of entry

into quarantine.

Quarantine commenced on: _____ (date) at _____ (time).

_____ Wheeler Saddle Club Vice President/Authorized Board
Member Check-in date

3. During quarantine:

- a. _____ Length of quarantine (45-60 days) based on return of second negative Coggins test by state.



- b. _____ Horse will stay in the quarantine pen for two weeks. If no signs of illness after two weeks, horse may be moved to an available stall.
- c. _____ Horse will have no contact (nose-to-nose) with other equine.
- d. _____ Horse must be fly sprayed daily.

4. Release from Quarantine:

- a. _____ SBVTF or Licensed Civilian Veterinarian performs a TPR, CRT and MM evaluation.
- b. _____ SBVTF or Licensed Civilian Veterinarian determines if the horse is to be released from or retained in quarantine.

I have examined the above-named horse and find:

Animal is/is not fit for entry on _____ (date) at _____ (time).

SBVTF/Licensed Civilian Veterinarian

5. Final processing:

- a. _____ Wheeler Saddle Club Board Member assigns member a barn/paddock.
- b. _____ Member inspects barn/paddock with Vice President (Attachment 5).
- c. _____ Member moves horse to barn/paddock.

Date: _____



Attachment 4

CONSTITUTION AND BYLAWS ACKNOWLEDGEMENT SHEET

I, _____, hereby acknowledge I have read, understand, and will abide by the Wheeler Saddle Club Constitution and Bylaws (C&BL). Additionally, my signature certifies that my dependents have read, understand, and will abide by the Wheeler Saddle Club Constitution and Bylaws.

Signed: _____ Date: _____

This form is to be filed in personal record of the above individual.



Attachment 5

MOVE-IN BARN/PADDOCK INSPECTION

The following areas of Paddock #_____ rented by _____ was inspected in accordance with the Wheeler Saddle Club Constitution and Bylaws. The results of the inspection are listed below.

1. _____ Barn was last painted on _____.
2. _____ There are no loose boards.
3. _____ All fences are in good repair.
4. _____ All water pipes are in good repair.
5. _____ Paddock has been mowed and excess grass removed.
6. _____ Front grass area is mowed and grass removed.
7. _____ All personal material is removed from all areas.
8. _____ All gates are in good repair.
9. _____ No roof leaks.
10. _____ Barn floors clean and in good repair.
11. _____ Area is free of all snag hazards.

Member's barn/paddock is cleared for move-in. The following exceptions apply:

Wheeler Saddle Club Vice President/Authorized Board Member

Signature: _____ Date: _____

Member's Signature: _____ Date: _____



Attachment 6

**WHEELER SADDLE CLUB
P.O. Box 861670
Wahiawa, HI 96786-8563**

RESIGNATION/TERMINATION OF BOARDING ARRANGEMENT

I, _____ wish to terminate my
boarding arrangement (Name)

with the Wheeler Saddle Club effective _____. I understand that
once this letter is signed by the Wheeler Saddle Club Vice President, or an
appointed Wheeler Saddle Club Board Member, resignation or termination is
final.

A refund of \$ _____ that is due to me is to be mailed to the
following address:

Member has not cleared termination paddock inspection. Date: _____

Member has NOT cleared termination paddock inspection. Date: _____

Wheeler Saddle Club Vice President/Authorized Board Member

Signature: _____ Date: _____

Member's Signature: _____ Date: _____



Attachment 7

DEPARTURE BARN/PADDOCK INSPECTION

Barn/Paddock _____ assigned to _____ was inspected in accordance with the Wheeler Saddle Club Constitution and Bylaws, and Wheeler Saddle Club Vice President or Authorized Board Member. The results of the inspection are listed below.

1. _____ Barn has been painted on _____.
2. _____ Loose boards have been repaired or replaced.
3. _____ All fences are in good repair.
4. _____ All water pipes are in good repair.
5. _____ Paddock has been mowed and excess grass removed.
6. _____ Front grass area is mowed and grass removed.
7. _____ All personal material is removed from all areas.
8. _____ All gates are in good repair.
9. _____ No roof leaks (if no leaks upon acceptance).
10. _____ Barn floors clean and in good repair.
11. _____ Area is free of all snag hazards.

Member's barn/paddock is not cleared for transfer. Item(s) must first be repaired or replaced.

Wheeler Saddle Club Vice President/Authorized Board Member

Signature: _____ Date: _____

Member's Signature: _____ Date: _____

Member's barn/paddock is cleared for transfer.

Wheeler Saddle Club Vice President/Authorized Board Member

Signature: _____ Date: _____

Member's Signature: _____ Date: _____



OGAWA, LAU, NAKAMURA & JEW

ATTORNEYS AT LAW - A LAW CORPORATION

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RICHARD A. ING

April 30, 2015

VIA EMAIL and U.S. MAIL

Jocelyn Chang-Chuck
President
Wheeler Saddle Club
95-689 Makaunulau Street
Mililani, HI 96789

Re: **Wheeler Saddle Club**

Dear Jocelyn:

THIS IS AN ATTORNEY-CLIENT COMMUNICATION WHICH IS PROTECTED FROM DISCOVERY AND PRIVILEGED. IT IS CONFIDENTIAL, AND THE CONTENTS HEREIN SHOULD BE HELD IN CONFIDENCE, AND THIS LETTER RETAINED ACCORDINGLY.

You retained this firm to give you an opinion as to whether an appointed Power of Attorney (Agent) given to a non-military, non-civilian employee to care for the Principal's barn and leased horse at Wheeler Saddle Club would give the appointed Attorney-in-Fact the right to gain entrance to the club and perform duties in the absence of the Principal and to have the same privileges as the Principal in accordance to Wheeler Saddle Club Constitution and By-Laws.

In simple Principal and Agency terms, you are asking whether appointing someone your Attorney-in-Fact would automatically give that person the right to gain entrance to a secured area where in under ordinary circumstances that person would not be allowed to go. Simply put the Agent would have to meet the same admission criteria that the Principal achieved in order to do so.

Under ordinary circumstances, the appointed Attorney-in-Fact might be able to perform acts which the Principal might have acquired so long as it did not impose on any other individual's rights (Club members). An example of this would be where an Attorney-in-Fact acquires access to a safety deposit box in the Principal's name and the Principal is the only person that may have access to it. In this case, the Agent Attorney-in-Fact can step in as it does not infringe on anyone else's rights as it will probably be allowed by the financial institution.



Jocelyn Chang-Chuck, President
April 30, 2015
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However, where the Principal has agreed to join a select organization wherein the Principal has met the Club's application standards and has agreed to abide by its rules, the Principal cannot arbitrarily allow or appoint an Attorney-in-Fact those rights that the Agent might not be entitled to under the laws, regulations or constitution of that entity or organization that principal had met and agreed to abide by. In other words, if the Principal joined an organization that limited membership and agreed to abide by the club's rules it cannot give those rights to someone who is not qualified to have them. Many clubs and organizations, specifically state in their By-Laws or Constitution, that these member rights and privileges are not transferable or assignable to anyone, unless approved by the organization.

The same can be said for an FBI or Secret Service agent or a Military Person who would not be able to appoint as an Agent an Attorney-in-Fact, an individual not in the FBI, Secret Service or Military rights that would be in violation of the Principal's promise not to violate, but who instead agreed to abide by that organization's rules and conditions for membership.

An extreme case would be having a Missile Defense Officer appoint as an attorney-in-fact, a non-military person to perform his function in a missile silo when he would not be allowed to do so. This would be sheer nonsense to allow someone not within the service or organization and without the skillset to achieve those functions within the rules, by-laws, regulations of the organization or constitution of that organization.

Just as our Nation can create organizations like the military, the FBI or the Secret Service to do certain special functions so can a recreational saddle club make rules for its members to abide by. In this case it can limit outside participants from gaining access to their facility as set forth in its Constitution, By-Laws, Rules or Regulations as is the case here.

In fact, the club may review any complaint received by its members to determine whether violations of its club rules, regulations, bylaws or constitution have been violated and enforce them at the club. Should someone be interested in challenging the club's interpretations and enforcement procedures they would have to make a demand upon the club and then file a lawsuit, prove their claims and have a judge over rule the club's decision and actions. If a court finds for the complainant there is the possibility of a claim for attorney fees but that is rarely given unless the club egregiously, deliberately and intentionally intended to harm the complainant. If the club's decision is considered reasonable and rendered with reasonable care and effort, it would be rare that punitive damages or attorney fees be awarded.

This is the procedure that should occur if someone showed up with a power of attorney demanding rights and privileges under it. Typically, the POA document would be taken under advisement by the executive officers of the club and brought before the club board for determination. The club would typically not honor it until it made its decision and most organizations would advise the Agent POA to wait until the determination is made.



Jocelyn Chang-Chuck, President
April 30, 2015
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The Agent can't just force their way into a club or other organization based on a POA document. The club clearly would have the right to stand their ground to deny entry unless the person demanding entry is their member. If it is anyone else, their rules or regulations would provide for alternative entry rights if they exist. A club always has the right to ban members for bad behavior and guests or invitees if they cannot prove the legitimacy of their presence and subject to club review.

I have discussed these hypotheticals with a Schofield Barracks Major in the Judge Advocate General Corps that was assigned to the Military Police Detachment on Post. The Judge Advocate concurred completely with my reasoning and opinion.

Please let me know if you have any further questions.

Very truly yours,

OGAWA, LAU, NAKAMURA & JEW
Attorneys at Law, A Law Corporation

A handwritten signature in black ink that reads "Jeffrey Daniel Lau". The signature is written in a cursive, flowing style with a long horizontal line extending to the right.

Jeffrey Daniel Lau

JDL:sk
7947-2/207910_2



Attachment 9 Wheeler Saddle Club Suggestion Comment Concern (SCC) Form	<i>Reference No.</i> WSC 000 _____ Date Received/Completed _____ Date Closed _____ <i>Office Use Only</i>	
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1. Request response from preferred Board member (circle appropriate member(s)):

President Vice President Secretary Treasurer Equipment Officer All Board members Any Board member WSC Full Membership

Acknowledged by: _____ *Date:* _____

2. Select appropriate subject and provide subject title:

	Subject
Suggestion	
_____	Comment Subject
_____	Concern Subject

3. Background (occurrence, goal, objective, explanation, etc.):

4. Requirements: Regulation include page number (if available)

_____ Recourses: Cost \$ _____ Timeframe _____

_____ Manpower # _____ Additional Information _____



5. Recommendation:

Who will benefit from this? _____

6. Contact Information:

Name _____ Today's Date _____

E-mail Address _____

Address _____

_____ Phone _____

Number(s) _____

Attachment (9) Revised June 2019

7. Member's Signature: _____ Date: _____

E-mail request to President _____ or (place in envelope for privacy) drop it in the mailbox door, barn _____ or e-mail to Vice President _____ or drop in VP's mailbox during the President's absence.

Privacy Notice: The information provided on this form will be used by Wheeler Saddle Club Board members to follow-up on your request, three days of acknowledge receipt and 7-10 days to respond with status. This information may be shared with club members if a vote is required.

Notes for Official Use Only (date, notation by, and bulleted comments)