

We Welcome You
as a Member of:

USRider[®]
EQUESTRIAN MOTOR PLAN

Classic

**This is a Membership Agreement.
This is not an insurance contract.
This is not an automobile liability or
physical damage insurance contract.**

**This is Your
Membership Agreement**



USRider[®]
EQUESTRIAN MOTOR PLAN

THIS MEMBERSHIP AGREEMENT (or “Membership”) is effective under the terms of USRider Equestrian Motor Plan 24 hours after receipt of full payment of Member’s membership fees. Changes to this agreement may occur. You may review the latest version of this agreement at www.usrider.org or call 800-844-1409 and request the most current version. The most recent version of this Membership Agreement is available at www.USRider.org. In the event of any conflicts between this document and the Membership Agreement posted online at www.USRider.org, the online version shall control.

THE BENEFITS AND SERVICES described in this Membership Agreement are for the personal use of the named Member, and are provided anywhere within the limits of the United States and Canada and are available to Members in addition to any other benefits they may be entitled to from any other source as described throughout this Membership, without any additional payments. You are responsible for any non-covered expenses. The timing and scope of benefits may vary from state to state or in certain locales in accordance with individual state and/or local laws, and in accordance with the capability of particular service providers. To ensure the appropriate service is dispatched, please have available the length, weight, and height of your trailer, as well as Truck and/or Trailer tire sizes.

DEFINITIONS: The term “Alternative Equine Transportation Cost” is defined as the cost incurred in connection with transporting your Horse(s) by means other than the Horse Trailer used at the time of Your disablement. The term “Associate Member” shall mean Your spouse, or domestic partner, who is a resident of the same household; Your child, who is a resident of the same household and under the age of 19; or Your child, whose primary residence is the same household and who is a dependent of the “Member” as the term “dependent” is defined under the Internal Revenue Code, is a qualified full-time student at a college or university, and is 25 years of age or younger. The term “Horse” shall include horses, donkeys, mules, and ponies. The term “Horse Trailer” or “Trailer” shall mean a non-automotive vehicle that is towed by a Motorized Vehicle. The term “Member,” “You” or “Your” shall mean the person named in the application, and shall include the Individual Primary Member and/or any Associate Member whose Membership fees have been paid and whose membership has not expired or been canceled by the Primary Member of the Plan or by USRider. The term “Motorized Vehicle” or “Vehicle” shall mean a non-commercial, passenger motor vehicle designed for use on public roads, excluding motorcycles, mopeds, and scooters. The term “Plan” shall mean the arrangement between USRider and You whereby USRider provides the Services described herein. The term “Services” shall mean those roadside services described below in the section titled “MEMBER BENEFITS.” The term “USRider” shall mean “Cruz Bay Publishing, Inc., a Delaware corporation.” The term “Vehicle Accident” shall mean an occurrence physically involving Your Motor Vehicle, while operating, which (A) results in (i) a fatality or bodily injury to a Horse as a direct cause of the occurrence and/or (ii) one or more Vehicles incurring damage as a result of the occurrence, and (B) which You have reported to the local law enforcement agency responsible for responding to Vehicle Accidents. The term “Vehicle Accident” does not include an occurrence involving the boarding or exiting of Your Vehicle, or the loading or unloading of cargo or Horses on or off Your Vehicle or Trailer.

MEMBERSHIP CARD: As with a driver’s license, keep Your USRider membership card with You at all times – it is Your proof of membership. Your membership number is on the back of the card, beginning with the letters “USR.” For emergency service, dial the toll-free number on the card to reach a USRider Member Care Specialist. PLEASE NOTE: FOR SECURITY PURPOSES, THE MEMBERSHIP CARD IS THE ONLY PLACE WHERE YOUR ID NUMBER AND THE EMERGENCY TELEPHONE NUMBER APPEAR.

EFFECTIVE DATE AND EXPIRATION DATE: Your membership becomes effective 24 hours after receipt of full payment of Member’s membership

fees and receipt of Your membership information. Your membership shall remain effective until 11:59pm Eastern Time on the expiration date printed on Your membership card, as long as dues are paid, or until this Membership Agreement is terminated. If no Membership Term is indicated on the Membership, the Membership Period shall be one year.

CANCELLATION BY THE MEMBER: You may cancel Your membership within thirty (30) days from the date of application and receive a full refund of the annual membership fee, provided You have not requested any road Services, relocated, or rejoined, in which case we will deduct any road Service fees paid on behalf of the Member, and/or refund on a pro rata basis. To do so, send an email to memberservice@usrider.org with your full name, address and Member ID# and clearly state that you wish to cancel your membership. If You wish to cancel after thirty (30) days, follow the same procedure and You will receive a pro-rata refund of any unused portion of the membership fee and it will come in the form of your most recent transaction (check or credit card). Regardless of when you cancel, Your New-Member Activation Fee is non-refundable. If Your membership fee is not received in our offices by Your expiration date, Your membership and all benefits will automatically terminate on the expiration date without further notice to You. Residents of Massachusetts, Mississippi, Oklahoma, Wisconsin and Wyoming will not have claims deducted from any cancellation refunds. Residents of California, Montana and Nevada will have no cancellation fees or claims deducted from any cancellation refunds. Residents of New Mexico and Maryland will have no cancellation fees deducted from any cancellation refunds. Residents of Utah may cancel this Membership within the first ten (10) days of the purchase date, if no claim has been made, and receive a full refund of the total Membership purchase price, less the applicable cancellation fee in the amount of fifty dollars (\$50).

CANCELLATION BY USRIDER: USRider reserves the right, in its sole and absolute discretion, to refuse membership or cancel a membership at any time. Members may appeal any such cancellation by sending notice in writing to PO Box 20634, Boulder, CO 80308 within thirty (30) days of notice. Usage of Services that USRider considers excessive, in the sole and absolute discretion of USRider, may result in limitation of benefits, limitation of the number of claims allowed, non-renewal, or cancellation of membership. In order to maintain fair and reasonable membership dues for all Members, USRider reviews all unusual frequency of claims based on an average of claims by all Members. Excessive use of this Service usually indicates a vehicle or equipment in need of maintenance or repair.

For residents of Utah, we may only cancel this Membership under the following grounds: (1) Material misrepresentation; (2) Substantial change in the risk assumed, unless the insurer should have foreseen the change or contemplated the risk when entering into the Membership; (3) Substantial breaches of contractual duties, conditions, warranties, or attainment of the age specified as the terminal age for coverage. If this Membership is canceled due to non-payment, We will mail written notice of cancellation to You and will cancel Your Membership no sooner than at least ten (10) days after the delivery or first-class mailing of a written notice. If this Membership Agreement is canceled for any of the reasons listed above, We will mail written notice of cancellation to You and will cancel Your Membership no sooner than thirty (30) days after the delivery or first-class mailing of a written notice. If an Administrator cancels this Membership at any time, You will be entitled to a prorated refund of the Membership less a cancellation fee of fifty dollars (\$50). In general, if Administrator cancels this Membership, Administrator will mail to You written notice of cancellation at least thirty (30) days before the cancellation date. However, if Administrator cancels this Membership within the first sixty (60) days after the Membership purchase date, Administrator will mail to You written notice of cancellation at least ten (10) days before cancellation date.

MEMBER BENEFITS:

SCOPE OF BENEFITS: USRider is an emergency roadside assistance program for the Member whose Motorized Vehicle and/or Trailer has an emergency condition and should not be considered a repair or maintenance service. Member hereby acknowledges that USRID-ER IS NOT A REPAIR OR MAINTENANCE SERVICE. USRider engages a network of independent service providers, and USRider does not itself provide many of the services described herein. Furthermore, USRider does not have control over prices charged by the service providers. Repairs made at a service facility are not eligible for reimbursement by USRider. Associate Members are subject to all of the terms and conditions set forth in this Membership Agreement, and Primary Members are responsible for making Associate Members aware of these terms and conditions. All Members are invited to periodically review this Membership Agreement at their convenience by accessing the Membership page on the USRider website at www.usrider.org/membership.

TOWING: When Your Vehicle cannot be started or driven, the Vehicle and/or Your Horse trailer will be towed up to 100 miles (\$400 max. per incident) to the destination of Your choice by an authorized tow truck. If both your Truck and Trailer need to be towed, USRider will provide a second, identical towing benefit, subject to the same terms, conditions, and limits (\$800 max. per incident). Winch-out benefit limited to \$250 per incident (\$500 max. if truck and trailer require winching services). USRider is unable to accept any responsibility for any vehicle damage that might result from winch-out service.

BATTERY ASSISTANCE: Service providers' vehicles are equipped to boost batteries and perform minor adjustments (exclusive of replacement parts) to batteries, alternators, etc. If you need a battery replaced and installed, a Mobile Mechanic service can be requested. Benefit limited up to \$250 per incident.

FLAT TIRE ASSISTANCE: A flat tire on Your Vehicle or Trailer will be removed and replaced with Your spare tire. In the event You have no spare tire or Your spare tire is damaged or otherwise inadequate, USRider will locate and arrange delivery and installation of replacement tires. USRider will not be responsible for the cost of any replacement tires. If damage is done to your Vehicle/Trailer after a blowout, a Mobile Mechanic service can be requested. Benefit limited up to \$250 per incident.

FUEL, OIL AND WATER DELIVERY: Local and/or state regulations permitting, our service truck will deliver emergency supplies of fuel, oil or water necessary to get You on Your way again. Member is responsible for the cost of supplies. Benefit limited up to \$250 per incident.

LOCKOUT SERVICE: If Your keys are lost or locked inside the Vehicle or Horse Trailer, we will dispatch a locksmith or emergency service vehicle to assist You. Benefit limited up to \$100 per incident. Member is responsible for cost of replacement keys.

EMERGENCY TAXI TRANSPORTATION: If You need emergency transportation resulting from an accident or mechanical breakdown, USRider will arrange for taxi service and reimburse up to \$25 per incident.

EMERGENCY LODGING / STABLING ARRANGEMENTS: If, while traveling, Your Vehicle breaks down or is in an accident not involving injury to Your Horse(s), USRider will contact area hotels, motels and/or stabling facilities to assist you in making lodging arrangements for You and/or Your Horse(s). MEMBER IS RESPONSIBLE FOR LODGING / STABLING COSTS AND/OR ALTERNATIVE EQUINE TRANSPORTATION COST.

EMERGENCY TRIP INTERRUPTION VETERINARY SERVICES: USRider will reimburse You for the following expenses incurred due to a Vehicle Accident that involves injury to Your Horse:

- EMERGENCY VETERINARY CARE to Horse(s) for injuries sustained as a direct result of a Vehicle Accident.
- OVERNIGHT BOARDING COSTS as a result of Vehicle Accident.
- LODGING AND MEALS in the vicinity of the care of Your Horse(s).
- RENTAL VEHICLE at the place of Vehicle Accident.

Emergency trip interruption veterinary services reimbursement is limited to expenses incurred during the first 72 hours following the accident and up to \$1,000 per accident. Incident must be immediately reported to the local law enforcement agency responsible for responding to Vehicle Accidents. A copy of the accident report from the local law enforcement agency must accompany the request for reimbursement. The emergency trip interruption veterinary services reimbursement benefit is limited to Vehicle Accidents involving injury to Horse(s) owned or leased by Member. For reimbursement of expenses listed in this section, see CLAIMS.

EMERGENCY VETERINARY REFERRAL SERVICES: In the event a Horse in Your care experiences a health emergency while traveling, USRider will assist You in locating a large-animal practitioner from our exclusive DVM directory. MEMBER IS RESPONSIBLE FOR DVM COSTS.

EMERGENCY FARRIER REFERRAL SERVICES: In the event a Horse in Your care needs hoof care while traveling, USRider will assist You in locating a farrier from our exclusive Farriers Directory. MEMBER IS RESPONSIBLE FOR FARRIER COSTS.

THEFT REWARD: We will pay a \$5,000 reward for information leading to the arrest and conviction of anyone stealing Your Motorized Vehicle and/or Horse Trailer. Reward will not be paid to the Member, any relative of the named Member, or any public official while performing their duty.

CLAIMS: Requests for reimbursement are covered only if the member has had an active/reactivated membership for a minimum of 24 hours prior to the disablement. Requests for reimbursement of covered benefits must be submitted in writing with the USRider Request for Reimbursement form. This Request for Reimbursement form will accompany an original, unaltered "Paid" receipt from a service provider in the name of the Member indicating method of payment. Contact the USRider Administrative Offices or login to www.usrider.org to download the form. REQUESTS FOR REIMBURSEMENT MUST BE POSTMARKED WITHIN THIRTY (30) DAYS OF OCCURRENCE and include all information and attachments requested. Mail claims to: PO Box 20634, Boulder, CO 80308. Please keep a copy of all materials submitted.

NON-COVERED ITEMS: The following items are not covered under the Plan: Costs associated with emergency stabling (except those associated with the Emergency Trip Interruption Veterinary Services benefit described herein); costs associated with Alternative Equine Transportation; any and all taxes, governmental fees, assessments and/or levies; storage; costs associated with Vehicles stolen, unlicensed, unregistered, illegally parked, or impounded; costs of any liquids, parts, or materials; Vehicles on display for sale or any other purpose; Vehicles with pre-existing conditions or used in competition; off-road Vehicles; or Vehicles used for commercial purposes. In the event that USRider inadvertently pays for Services that You are not entitled to under this Membership Agreement, You will be required to reimburse USRider within thirty (30) days after written demand by USRider.

EXCLUSIONS: USRider will not cover any incident in which the driver is charged with driving under the influence; or does not have a valid

operator's permit; or is driving a Vehicle which is not registered for use on public roads; or leaves the scene of an accident without disclosing his or her identity. Additionally, we will not provide coverage for any Vehicle that is operated without the permission of the owner, moved from one service facility to another, able to move under its own power, or transporting commercial livestock. **COVERAGE NOT EXTENDED TO COMMERCIAL CARRIERS, HAUL FOR HIRE, PROFESSIONAL, OR BUSINESS USE. USRIDER MEMBERSHIP IS LIMITED TO THE PERSONAL USE OF THE MEMBER.** USRider reserves the right to limit or deny coverage for any claim involving an incident in which a Horse Trailer contains significantly more Horses than passengers in the Vehicle, as this may indicate commercial use, or some other type of nonpersonal use.

FORCE MAJEURE: Coverage may not be available in the event of war, natural disaster, act of the public enemy, act of God, or other circumstances beyond USRider's control. USRider makes no guarantee as to the availability of service providers and cannot guarantee service in all situations.

LIMIT OF LIABILITY: Due to the inherent dangers associated with the operation and use of Motorized Vehicles, especially with the dangers and unpredictability of the transportation of individuals and live animals, in no event shall USRider and/or its agents or contractors be liable for damages exceeding \$250 for any claims not expressly included in the Services described herein.

ADDITIONAL TERMS AND CONDITIONS: Vehicle must be operated or occupied by the Member at the time of disablement. Member must be present at time of Service and Service must be requested by Member in order for coverage to be applicable. In most cases, only one or two passengers can ride in a wrecker and you may need to make other arrangements for additional passengers. Charges in excess of the stated limits must be paid by Member at time of Service. In the event Service cannot be provided, a work order number will be issued, or USRider will reimburse the Member a reasonable amount for covered Services, up to benefit limits; a second charge for the same disablement is not covered. In order to maintain reasonable and competitive rates, USRider cannot be responsible for more than one (1) Service call per disablement. Benefits reset for a disabled Vehicle when the cause of a disablement has been repaired. On certain turnpikes, toll roads, and thruways, our Service may be limited to designated service providers, and/or the Member may have to pay at time of Service. Our tow and service personnel are not trained in the care and handling of Horses; this is the sole responsibility of the Member. Members who do not renew their membership within

the thirty-day (30-day) period following their expiration date are subject to a reactivation fee. The service charge for returned check collection is \$25. All time references under this Membership Agreement are Eastern Standard Time (EST). All expressions of currency in this Membership Agreement are in U.S. dollars. In the event that USRider must retain an attorney or other professional to recover amounts due from You. You will be required to reimburse USRider's reasonable attorneys' fees and expenses.

FORUM/JURISDICTION: You agree to submit to the venue and jurisdiction of the Circuit Court of the county of Palm Beach, Florida or the United States District Court, Southern District of Florida, with respect to any disputes and/or litigation related to this Agreement and any transactions You may conduct with USRider.

GOVERNING LAW: This Membership Agreement and any Services thereunder shall be governed by the laws of the state of Florida, without regard to conflict of law rules.

MERGER: This Membership Agreement (in its most current version as appears on the USRider website at www.usrider.org) represents the entire understanding between the Parties and supersedes any and all prior memberships, whether written or oral, between the Parties. In the event that a particular term or terms are determined to be unenforceable by a court of competent jurisdiction, all remaining terms shall remain in effect.

PLEASE NOTE: All roadside assistance services and benefits are administered by Nation Motor Club, LLC dba Nation Safe Drivers located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431. Residents of Alabama, Alaska, Utah and Virginia: All roadside assistance services and benefits are administered by Nation Safe Drivers Services, Inc. located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431. Residents of California: All roadside assistance services and benefits are administered by Nation Motor Club, LLC located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431. Motor Club Permit Number: 5157-3. By issuance of this membership, the Member agrees to comply with the terms set forth herein. USRider is a registered trademark of Cruz Bay Publishing, Inc.

OTHER DISCLOSURES: You have the right to file a complaint by submitting a written complaint to our Member Satisfaction Department at PO Box 20634, Boulder, CO 80308 or contacting a member service representative at 800-844-1409.

Nation Motor Club, Inc.
433 Paseo De Peralta
Santa Fe, NM 87501

Nation Motor Club, Inc.
26 West Sixth Street
Helena, MT 59624

Nation Motor Club, Inc.
1821 Logan Avenue
Cheyenne, WY 82001

Nation Motor Club, Inc.
840 Trustmark Bldg
Jackson, MS 39201

Nation Motor Club, Inc.
2875 Michelle Drive,
Suite 100
Irvine, CA 92606

Nation Motor Club, Inc.
836 Park Avenue, 2nd Floor
Baltimore, MD 21201

Nation Motor Club, Inc.
115 Southwest 89th Street
Oklahoma City, OK 73139

Nation Motor Club, Inc.
dba Nation Safe Drivers
1000 East William Street
Carson City, NV 89701

Nation Motor Club, Inc.
901 South Whitney Way
Madison, WI 53711



Andrew Smith, President, Nation Motor Club, Inc. 09/12

At USRider, we are committed to the welfare and safety of our Members and their Horses.SM

At USRider, the safety of our Members and their Horses is our top priority. To help us keep the focus on, as well as show our respect to these invaluable components of USRider, we capitalize the words "Member" and "Horse" where these words relate to our membership program.