



Release and Indemnification Agreement

This agreement (Agreement) is made this ____ day of ____, 2012 by _____ (The Primary Participant), an adult who hereby represents and warrants that he/she has the authority and capacity to enter into this Agreement, to release and indemnify, Buck-n-Horse Ranch LLC, Gary Pollack, The Gary Pollack Trust, Radicchio Unlimited LLC, Tim Westin, South Bay Polo, and their owners, principals, founders, agents, officers, trustees, shareholders, employees, and members (and all persons and entities affiliated with said entities and individuals, and the US Polo Ass. Its members, representatives, officers, heirs, successors, assigns, (herein collectively "Released Parties" or "Indemnities", as the case may be) as set forth below. The Primary Participant wishes to participate in equestrian activities on or about the arena, polo fields, track and other horse related facilities located at the Buck-N-Horse Ranch on Masten Avenue in Gilroy, CA or at any other facility selected by one or more Released Parties (any or all such locations and/or facilities are herein referred to as the "Property", or "Facility" or "Facilities"). The Primary Participant has or wishes to participate in equestrian activities in whatever capacity applicable, included but not limited to as a player, rider, trainer, instructor, spectator, umpire, referee, student, owner, guest, or attendant, in equestrian activities, including but not limited to, showing animals, giving/taking lessons, riding, jumping, and participating in any polo match, practice, or related activities. One or more of the Released Parties is willing to grant permission to the Primary Participant to engage in various equestrian activities on or about the Facilities or at any other location or facility selected by Released Parties, only in the event that the undersigned executes this Release and Indemnification Agreement. As used herein the term "Horse(s)" refers to any and all horses belonging to the undersigned or any of the released Parties or others and includes but is not limited to any Horse(s) brought to the Property by the undersigned or others and any Horse(s) which may be made available to the undersigned by any of the Released Parties or others at any time.

THE RELEASED PARTIES HEREBY NOTIFY ALL PERSONS WHO MAY REVIEW THIS DOCUMENT THAT THEY DO NOT HAVE ANY PERMISSION TO COME ON THE PROPERTY OR ANY LOCATION OR FACILITY TO ENGAGE IN ANY EQUESTRIAN ACTIVITIES WHATSOEVER UNTIL AND UNLESS THIS RELEASE AND INDEMNIFICATION AGREEMENT IS EXECUTED BY THE UNDERSIGNED WITHOUT AMENDMENT OR MODIFICATION.

THIS RELEASE AND INDEMNIFICATION AGREEMENT (sometimes referred herein as the "Release") is entered into by the undersigned in favor of the Released Parties. In consideration of my being permitted by one or more of the Released Parties to participate in the sport of polo or any other equestrian activities, at the Property located at the Facilities and to one or more Horses which may be made available to the undersigned by one or more of the Released Parties either now or in the future at the Property and /or the Facility or elsewhere (whether or not such use is on a pay basis), I acknowledge and agree as follows:

1. HAZARDOUS ACTIVITY I AM AWARE AND UNDERSTAND THAT THE HANDLING, CARE, AND RIDING OF HORSES ARE INHERENTLY HAZARDOUS

ACTIVITIES, AND I AM VOLUNTARILY PARTICIPATING IN SUCH ACTIVITIES, AND BEING IN THE VICINITY OF SUCH ACTIVITIES, WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED, AND I ASSUME ALL RISK THEREOF. I am aware and understand that Horses are powerful, unpredictable, and potentially uncontrollable animals. All Horses, even those that are well trained and appear calm and docile, may and will, among other things, buck, rear, kick, bite, run, and bolt uncontrollably, without warning, and without apparent cause or in response to external stimuli (such as wind, sound, or movement of people, other Horses, other animals, motor vehicles, bicycles, machinery, doors, or other inanimate objects) that may induce fear, panic, anger, or reflex actions in the Horse. I am aware and understand that serious permanent bodily injury and disability or death of myself, or others within the vicinity of Horses, may result from the handling, care, or riding of Horses, or being in the vicinity of Horses, and that Horses and other property belonging to me or others may be, as applicable, killed, injured, or damaged.

I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY (INCLUDING PERMANENT BODILY INJURY AND DISABILITY), ILLNESS, DISEASE, OR DEATH TO MYSELF, MY FAMILY MEMBERS, AND TO ALL OTHER PERSONS, AND ALL FINANCIAL LOSSES, INJURY, DAMAGES, DESTRUCTION, AND LOSS OF MY HORSE, MY OTHER PROPERTY AND OTHER PERSONS, ARISING FROM ANY AND ALL EQUESTRIAN ACTIVITIES, INCLUDING BUT NOT LIMITED TO, THE HANDLING, CARE, OR RIDING OF HORSES AT THE PROPERTY BY ME OR OTHER PERSONS, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE. I FURTHER UNDERSTAND THAT IT IS MY RESPONSIBILITY TO BE INSTRUCTED IN THE PROPER METHODS OF HANDLING AND RIDING A HORSE AND THAT I SHOULD WEAR PROPER SAFETY EQUIPMENT AT ALL TIMES WHILE RIDING HORSES, INCLUDING, WITHOUT LIMITATION, A HELMET AND RIDING BOOTS.

2. CONDITIONS AT THE PROPERTY. I am aware and understand that in the ordinary course of business, motor vehicles (with or without horse trailers) and bicycles continuously enter and exit the Property in close proximity to the areas, and in the same areas, in which Horses are kept, groomed, and ridden. Furthermore, tractors and other machinery are used on a daily basis in the operation, maintenance, and repair of the Property. People are working, walking, running, riding, and handling Horses, lunging and "turning out" Horses. Dogs bark, flags and other objects wave, and other activities, conditions and distractions occur at the Property, all on a daily basis, and in close proximity to Horses. Such items, activities, conditions, and objects may cause Horses to react in an unpredictable and dangerous manner without warning. I ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE, AND LOSS THAT MAY RESULT TO ME OR ANY OTHER PERSONS ANY TO MY HORSE OR PROPERTY AND TO OTHER PERSON'S HORSE OR PROPERTY, FROM ANY SUCH REACTION OF MY OR ANY OTHER HORSE. I am aware and understand that the polo field and/or other areas on the Property where equestrian activities may take place (herein sometimes referred to as "*Polo Field*") is uncovered and rain or run-off may enter the Polo Field causing the riding surface to become slippery. Also, the normal watering of the Polo Field will cause the riding surface to become slippery. The slippery nature of the riding surface may not be apparent upon visual inspection. I am also aware and understand that the Polo Field, roads, and other grounds and fields at the Property may at any time be wet, icy, slippery, rutted, eroded, or rocky, or contain holes. I HEREBY ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE, AND LOSS TO MYSELF AND TO ANY OTHER PERSON, AND TO MY HORSE OR PROPERTY, AND TO ANY OTHER PERSON'S HORSE AND/OR PROPERTY WHETHER OR NOT SUCH HORSES OR PROPERTY ARE UNDER MY CONTROL, AS IS CAUSED BY OR RESULTING FROM THE

CONDITIONS OF THE RIDING SURFACE OF THE POLO FIELD, GROUNDS, AND FIELDS AT THE PROPERTY AND RIDING, TRAINING, OR EXERCISING HORSES IN SUCH POLO FIELD, GROUNDS, OR FIELDS, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE. FURTHERMORE THE UNDERSIGNED ACKNOWLEDGES THAT HE OR SHE HAS INSPECTED THE PROPERTY AND WILL IN THE FUTURE INSPECT THE PROPERTY PRIOR TO ENTERING UPON THE PROPERTY FOR ANY HORSE RELATED OR OTHER ACTIVITY. _____ (INITIALS)

3. POLO AND RIDING LESSONS. If I participate in polo and/or riding lessons at the Property, I agree that I and not the instructor, or any other person, am responsible for maintaining control of the Horse I ride.

4. COMPLIANCE WITH POLO RULES. I hereby agree to abide by all rules for the use of the Facilities and the Property, including but not limited to the Polo Field, at all times and shall comply with all United States Polo Association rules and regulations which shall govern all polo play in which I engage.

5. EMERGENCY VETERINARY CARE. If my Horse, or another Horse in my possession or under my control, becomes sick or injured, it may be necessary (or appear reasonably necessary) for immediate veterinary first aid or care to be administered. It may also be necessary to transport such a Horse to a veterinary clinic or other facility at which veterinary care maybe administered. I agree that any of the Released Parties may administer, or arrange for first aid to my Horse, and any other Horse in my possession or under my control, and may transport such a Horse to a veterinarian or veterinary care facility. I further agree that if any of the Released Parties reasonably believe that my Horse or any other Horse in my possession or under my control requires emergency veterinary care, and they are unable to contact me in such an emergency situation, they may, at my expense and risk, call a veterinarian of their choice to administer veterinary care to such a Horse. Any such care or transportation shall be at my expense and risk, and I agree to compensate the Released Parties at prevailing and customary rates for such care and transportation. I understand and agree that nothing in the Release creates any duty on the part of any of the Released Parties to administer any type of aid to, arrange for transportation for, or obtain veterinary care for my Horse, or any other Horse in my possession or under my control.

6. MEDICAL. I fully recognize the risks of injury to my person inherent in the participation in any physical activity, and hereby represent that I have either consulted my personal physician, who has consented to my participation in equestrian activities, or I have elected to forego a physical examination, but I declare that I am physically capable of participating in equestrian activities. I hereby give consent to emergency medical care, inclusive of necessary transportation in order to obtain such treatment in the event of injury to me, as any of the Indemnities may deem appropriate. Any such care or transportation shall be at my expense and risk, and I agree to compensate the Indemnities at prevailing and customary rates for such care and transportation. I understand and agree that nothing in this Release creates any duty on the part of any of the Released Parties to administer any type of aid to, arrange for transportation for, or obtain medical care me.

7. PERSONAL PROPERTY. I agree that if I bring any personal property to the Property, including but not limited to, equipment, clothing, personal effects, jewelry, saddles, tack, supplies, animals, trailers, and any other personal property I own, control, or use, and if I store or leave any personal property at the Property (including property left in or around the ranch and/or polo club), I will do so at my own risk and none of the Released Parties shall have any liability in the

event of the loss, damage, unauthorized use (by any person other than a Released Party), theft, or injury resulting from the personal property.

8. AGREEMENT NOT TO SUE. I HEREBY AGREE THAT I, MY HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS WILL NOT MAKE A CLAIM AGAINST, SUE, DEMAND COMPENSATION, OR INDEMNITY FROM ANY OF THE RELEASED PARTIES, OR ATTACH ANY OF THE PROPERTY OR ASSETS OF, THE RELEASED PARTIES; and each of them, for any loss or damage arising or resulting from any bodily injury, disability, illness, disease, death, financial loss, property loss, damage or destruction, or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by me or any other person as a direct or indirect consequence of my participation, or the participation of any other person, in the handling, care, or riding of Horses, or the use of the Polo Field and/or other Facilities at the Property, or the transportation of my Horse, or any other Horse, for veterinary care, or the administration of any aid or veterinary care to any such Horses, or failure to arrange for any such transportation, aid, or care, whether caused by the negligence of any of the Released Parties or otherwise.

9. RELEASE. On behalf of myself, my heirs, distributees, guardians, legal representatives, and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, AND EACH OF THEM, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES, EITHER IN LAW OR IN EQUITY, based on any bodily injury, disability, illness, disease, death, financial loss, property loss, damage, or destruction, or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by me or by any other person as a direct or indirect consequence of my participation in the handling, care, or riding of Horses, or the use of the Polo Field and/or other Facilities on the Property, or the transportation of my Horse, or any other Horse, for veterinary care, or the administration of any aid or veterinary care to any such Horses, or failure to arrange for any such transportation, aid, or care, whether caused by the negligence of any of the Released Parties or otherwise.

10. As the Primary Participant, I hereby agree that I shall never bring any lawsuit or other legal action against any of the Released Parties as a result of or in connection with my participation in equestrian activities or any other activity on or about the Property and I hereby agree to release the Released Parties from and against any and all known and unknown claims, liabilities, damages, and costs. I hereby expressly waive any rights I may have under California Civil Code section 1542 which states:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." _____ (INITIALS)

11. INDEMNIFICATION. I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from and against any and all claims, lawsuits, demands, liabilities, damages, losses, costs, and expenses (including, but not limited to, attorneys fees) arising from or in connection with the injury, illness, or death of myself or any person whom I

bring or invite to the Property, or otherwise permit to be in the vicinity of any Horse in my possession or under my control, or the damage, destruction, or loss of any of my or his/her property.

12. SPONSORS AND INVITEES. I AGREE THAT I WILL NOT PERMIT ANY PERSON TO RIDE MY HORSE AT THE PROPERTY UNLESS SUCH PERSON HAS DULY SIGNED AND DELIVERED TO BUCK N HORSE A FORM OF THIS RELEASE OR OTHER APPLICABLE FORM REQUIRED BY THE RELEASED PARTIES. I agree that the damages to the Released Parties that may arise from a breach of my agreement under this Paragraph include (a) the liabilities that would have been released under this Release and (b) the costs and expenses of defending the claims, suits, and demands that such a person would have agreed not to make or institute under this release, and I agree to indemnify, defend and hold harmless each of the Released Parties from and against all such liabilities, costs, and expenses.

13. REPRESENTATIONS AND WARRANTIES. I represent and warrant that (a) I HAVE READ THIS RELEASE CAREFULLY, AND I FULLY UNDERSTAND ALL OF IT'S TERMS AND PROVISIONS; (b) I am 18 years of age or older, and am legally competent to enter into this Release; (c) no promise, inducement, or agreement has been offered or made to me in connection with my execution and delivery of this Release; and (d) I HAVE KNOWINGLY AND VOLUNTARILY EXECUTED AND DELIVERED THIS RELEASE AT MY OWN RISK AND INITIATIVE, AND MY OWN FREE WILL, WITHOUT RELYING ON ANY STATEMENT OR REPRESENTATION OF ANY RELEASED PARTY. I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE IS A RELEASE OF LEGAL AND EQUITABLE LIABILITY. IN THE EVENT OF ANY LITIGATION, THIS RELEASE MAY BE RAISED AS A DEFENSE THERETO, AND AS A WAIVER AND RELEASE OF, LEGAL RIGHTS THAT MIGHT OTHERWISE BE ASSERTED BY ME OR BY MY RESPECTIVE HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS.

14. SEVERABILITY. If one or more provisions of this Release are held to be unenforceable under applicable law, each unenforceable provisions shall be excluded from this Release, and the balance of this Release shall be interpreted as if each such unenforceable provision were excluded, and the balance of this Release as so interpreted shall be enforceable in accordance with it's terms.

15. ATTORNEY FEES. In the event any action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to an award of all costs and expenses incurred, including, without limitation, court costs, reasonable attorney fees, expert costs, and disbursements.

16. CHOICE OF LAW. This Agreement shall be governed and construed under the laws of the State of California.

17. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, express or implied, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

18. CURRENT AND FUTURE USES OF PROPERTY OR HORSES. This Agreement is intended to apply to all activity of any kind which the undersigned anticipates having

on the Property or with any Horses currently and at all times in the future and all of the provisions of this Agreement will apply in full each and every time the undersigned goes onto or otherwise uses all or any portion of the Facilities or any Horses.

Dated: _____

SIGNATURE _____

PLEASE PRINT:

NAME _____

ADDRESS _____

TELEPHONE _____

In the event any person coming onto the Property or using any Horse for any reason is under eighteen (18) years of age or otherwise lacks the capacity to execute this Release and Indemnification Agreement for themselves, the undersigned hereby specifically represents that they are the parent or legal guardian of such person and has executed this Agreement on behalf of such person. The undersigned specifically represents that they are the parent or legal guardian of _____ and that this Agreement has been executed by the undersigned on behalf of that person.

Dated: _____

SIGNATURE _____

PLEASE PRINT:

NAME _____

ADDRESS _____

TELEPHONE _____