



**RELEASE, WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

READ THIS AGREEMENT CAREFULLY. THIS IS A FULL RELEASE OF ALL CLAIMS AND WAIVER OF IMPORTANT LEGAL RIGHTS.

THIS AGREEMENT is entered into by and between South Bay Polo, Inc., a California corporation (hereinafter "SBP, Inc.") and the person(s) identified on the signature page (hereinafter the "Undersigned"), and is effective upon said signature.

The Undersigned, on behalf of themselves, their guests, personal representatives, employees, contractors, heirs, successors, spouses, children, and assigns, hereby agrees to the following:

1. **Horseback Riding is a Dangerous Activity.** The Undersigned acknowledges that the inherent risk in riding, working around horses, and playing polo are dangerous activities which involve a risk of serious personal injury, and in some cases, death. The Undersigned acknowledges the unpredictable nature and irrational behavior of horses, regardless of their training and past performance, and the inherent dangers of competition, including polo, schooling, and training of horses. The Undersigned also acknowledges the risk and danger of injury or death in the use of the horse(s) saddles, bridles, equipment, and gear. The Undersigned on behalf of him/herself and all others associated with him/her, knowingly and intelligently assumes the risk and danger associated with horses and their activities, and declare that he/she has the background and experience to intelligently accept responsibility for these risks.
2. **Release, Discharge, and Promise Not to Sue.** In consideration of using SBP, Inc.'s facilities, including participating in United States Polo Association ("USPA") sanctioned polo tournaments, the Undersigned releases, discharges, and promises not to sue SBP, Inc. or USPA, or any of its owners, officers, employees, agents, subcontractors, and assigns from any and all loss, liability, claim, damages, or costs, of any nature or kind, including attorney fees, arising out of or in any way related to any loss, damage, injury, including death, to person(s), property, horse(s), family member(s), or guest(s), which results, in any way, from any activity that occurred on or adjacent to the SBP, Inc. grounds and facilities, regardless of cause including, but not limited to, riding, using, training, caring, schooling, or competing on a horse, or being around the horses of others, or in any way connected with the use of the horse, any equipment provided therewith, or the SBP, Inc. facilities. This is a full release of any and all claims.
3. **Indemnity and Hold Harmless.** The Undersigned agrees to indemnify, hold harmless, and defend SBP, Inc. and USPA from any and all claims of any nature or kind which arise or might arise or that are in any way connected with the Undersigned, for any loss or damage, directly or indirectly related to the Undersigned's participation or use of any of the facilities of SBP, Inc.. It is the intention of the parties hereto that the Undersigned will indemnify, hold harmless, and protect

SBP, Inc. and USPA from any claims brought by the Undersigned or anyone associated with them who brings any claim, lawsuit, or cause of action against SBP, Inc. or USPA that arises, in whole or in part, from the alleged negligence of SBP, Inc. or USPA, or as the result of the use of any of the facilities, regardless of cause. This indemnity shall include the obligation of the Undersigned to defend SBP, Inc. against any and all claims, including reimbursing SBP, Inc. for attorney fees, upon SBP, Inc.'s demand, for lawyers of their own selection to defend any claim or action brought against them.

4. Rules and Regulations. The Undersigned agrees to abide by all Rules and Regulations of SBP, Inc. and USPA. The Undersigned acknowledges that the use of the SBP, Inc. facilities is at their own risk. The Undersigned warrants that he or she is physically and mentally fit to participate in competitive activities and gives consent to SBP, Inc. for emergency medical treatment in the event of injury to the Undersigned or veterinary care for his/her animal(s).

5. General Provisions. This is the entire agreement between the parties and may only be amended in writing, signed by all the parties. California law shall govern this Agreement, and venue shall be the Superior Court, City of Gilroy, California. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to attorney fees and costs. This Agreement may be signed and transmitted by facsimile or electronic mail, and the signature(s) and initials shall be deemed for all purposes originals.

The Undersigned acknowledges he/she has read and understood this Agreement, and has voluntarily executed it on the date written below.

DATED _____

Signature

Print Name

Address

Telephone _____ Email _____

EMERGENCY CONTACT:

Name/Relationship

Address

Telephone _____ Email _____

I AM THE PARENT/GUARDIAN OF THE ABOVE PERSON WHO IS UNDER THE AGE OF 18
AND I AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

DATE: _____ Signature _____

Telephone _____ Print Name _____

Address _____

Minor's Name _____ Minor's Date of Birth _____