

**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 on this _____ day of _____, 20____ by and between MENLO POLO CLUB, a California non-profit mutual benefit corporation organized under the laws of the State of California, including its members, board members, officers, representatives, trustees, agents, employees, attorneys, contractors, heirs, successors, and assigns, ("MPC") and the person(s) identified on the signature page (the "Undersigned") for the purposes of releasing and indemnifying MPC as set forth below.

Definitions.

"MPC Facility(ies)" means any club or grounds where MPC plays, prepares to play or practices polo, including but not limited to the Menlo Circus Club in Atherton, California ("MCC") and the South Bay Polo Club in Gilroy, California ("SBP").

"Polo Activity(ies)" means playing, preparing to play or practicing the game of polo including, but not limited to, playing in tournaments or club chukkers, participating in stick and ball or any type of horseback riding, using, working around, training, caring for, schooling, competing on, boarding, transportation of, maintaining, handling and/or being around horses, including use of any associated equipment including trucks, trailers, and tack, at any MPC Facility or in connection with playing, preparing to play or practicing polo with MPC.

Agreement.

Whereas, MPC is willing to grant permission to the Undersigned to participate in Polo Activities with MPC at MPC Facilities if the Undersigned is willing to indemnify, defend, agree not to sue and release MPC, any and all MPC Facilities and the United States Polo Association ("USPA ") from any and all losses, claims, causes and lawsuits, directly or indirectly, arising therefrom as set forth below;

Whereas, the Undersigned, on behalf of himself/herself, and on behalf of the Undersigned's spouse, parents, children, other family members, heirs, personal representatives, employees, contractors, successors and assigns, in consideration for: 1) the right to participate in Polo Activities with MPC, in whatever capacity applicable, including but not limited to as a player, trainer, instructor, spectator, referee, umpire, student, groom, owner, or attendant, and 2) the right to use any and all MPC Facilities in connection with the Undersigned's participation in Polo Activities, hereby agrees to the following:

1. **Polo Activities are Dangerous.** The Undersigned acknowledges the inherent risk in Polo Activities and that Polo Activities are dangerous and 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 playing polo, schooling and training of horses. The Undersigned also acknowledges the risk and danger of injury or death in the use of horses, saddles, bridles, equipment, and gear associated with Polo Activities. The Undersigned knowingly and intelligently assumes any and all risks and dangers associated with Polo Activities including but not limited to the risks of death, bodily injury, property damage, the unavailability of emergency medical care and, to the extent permitted by law, the negligence or deliberate act(s) of other persons. The Undersigned declares that he/she has the background and experience to intelligently assume and accept responsibility for these risks.

2. Release, Discharge, and Promise Not to Sue. In consideration for participating in Polo Activities with MPC, including but not limited to participating in USPA sanctioned polo tournaments, the Undersigned voluntarily releases, discharges, and AGREES NOT TO SUE MPC, any and all MPC Facilities, the USPA, and/or any of their respective members, board members, owners, officers, employees, agents, attorneys, subcontractors, heirs and assigns from any and all loss, liability, claim, damages, or costs, of any nature or kind, including attorney fees and consequential damages, 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 participating in Polo Activities, use of any MPC Facility or from any activity that occurred on or adjacent to any MPC Facility, regardless of cause. This is a full release of any and all claims. The Undersigned specifically waives California Civil Code Section 1542 which states as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

3. Indemnity. The Undersigned agrees to indemnify, hold harmless, and defend MPC, any and all MPC Facilities, and the 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 in Polo Activities, use of any MPC Facility or from any activity that occurred on or adjacent to any MPC Facility, regardless of cause. It is the intention of the parties hereto that the Undersigned will indemnify, hold harmless and protect MPC, MPC Facilities and the USPA from any claims brought by the Undersigned or anyone associated with them who brings any claim, lawsuit, or cause of action against MPC, MPC Facilities or the USPA that arises, in whole or in part, from the alleged negligence of MPC, MPC Facilities or the USPA, or is directly or indirectly related to the Undersigned's participation in Polo Activities, use of any MPC Facility or from any activity that occurred on or adjacent to any MPC Facility, regardless of cause. This indemnity shall include the obligation of the Undersigned to 1) defend MPC, MPC Facilities and the USPA against any and all claims and, 2) reimburse MPC, MPC Facilities and the USPA for attorneys fees upon demand by MPC, MPC Facilities or the USPA, including for lawyers selected by MPC, an MPC Facility or the USPA, to defend any claim or action brought against them.

4. **Rules & Regulations.** The Undersigned agrees to abide by all of the MPC Rules and Regulations, the Bylaws of MPC and the USPA Rulebook, all of which are incorporated herein by reference. The Undersigned acknowledges that participation in Polo Activities and the use of the MPC Facilities is at their own risk.

5. **Payment for Participation.** The Undersigned agrees to pay MPC member dues, as applicable, for participation in certain Polo Activities and the use of MPC Facilities, prior to participating in Polo Activities each year.

6. **Medical and Insurance.** The Undersigned warrants that he or she is physically and mentally fit to participate in competitive activities and gives consent to MPC for emergency medical treatment in the event of an injury to the undersigned or veterinary care for his/her animal(s). The Undersigned agrees to carry full and complete insurance coverage on himself/herself and his/her personal property.

7. **General Provisions.** This is the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement may be modified only by a writing signed by both parties. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in San Mateo County, CA. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, any party may take the matter to Superior Court, San Mateo County, California. California law shall govern this Agreement, without regard to conflict of laws principles. In the event of dispute arising out of this Agreement, shall bear its own costs and attorney's fees. 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 ABOVE. THE UNDERSIGNED FURTHER AGREES THAT NO ORAL REPRESENTATION, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. THE UNDERSIGNED UNDERSTANDS THAT THIS IS A RELEASE OF ALL OF THE UNDERSIGNED'S CLAIMS AND ALL CLAIMS THAT MAY BE RAISED BY, THROUGH, OR UNDER THE UNDERSIGNED BY OTHERS. THE UNDERSIGNED UNDERSTANDS THAT HE/SHE ASSUMES ALL RISK INHERENT IN ENGAGING IN ANY POLO ACTIVITIES AT MPC FACILITIES OR ANY OTHER FACILITIES.

[signature line on p 4]

Signature: _____

Printed Name: _____

Address: _____

Email: _____

Phone number: _____

Emergency Contact:

Printed Name: _____

Address: _____

Email: _____

Phone number: _____

**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.**

Signature: _____

Printed Name of Parent or Guardian: _____

Minor's Name & DOB: _____

Address: _____

Email: _____

Phone number: _____