

EQUINE RELEASE ACKNOWLEDGEMENT & WAIVER OF LIABILITY

I, the undersigned (“Participant”), for good and valuable consideration including, but not limited to, the right to ride horses, engage in equine and polo activities, or otherwise participate in or attend a polo event with the United States Polo Association, Inc. and/or USPA Polo Development, LLC (collectively, the “USPA”) including, but not be limited to, clinics taught by USPA staff and contract labor instructors, NYTS clinics and tournaments, instructor’s forum, Team USPA clinics and games, and instructor certification training (collectively, a “USPA Event”), do hereby agree and consent to the following:

I. CODE OF CONDUCT

Participant agrees to, and shall at all times while attending or participating in any USPA Event, conduct himself or herself in a professional, safe and courteous manner. Participant shall not use any non-prescription drugs or consume alcohol at or at least eight (8) hours before a USPA Event. While attending or participating in a USPA Event, Participant shall adhere to the USPA’s Code of Conduct as stated in the official USPA Rule Book. Among other things, Participant shall:

- 1) Always respect the Association and the sport of polo.
- 2) Always respect teams, opponents, officials and fellow Members.
- 3) Always demonstrate good sportsmanship.
- 4) Always consider the welfare of the horses.
- 5) Always respect the Member Clubs and Club facilities.
- 6) Always compete without the use of drugs or alcohol.
- 7) Always compete to win.
- 8) Always adhere to and comport yourself in accordance with all USPA Rules, By-laws, Terms and Conditions of the Membership Application, Code of Conduct and tournament conditions.
- 9) Always act in a manner that is in the best interest of the Association and the sport. An Individual Member shall be deemed to have not acted in the best interest of the Association and the sport where an Individual Member:
 - A. Acts, or incites or permits any other to act, in a manner contrary to the Association’s Rules, By-laws, Terms and Conditions of the Membership Application, or Code of Conduct set forth in By-Law 4(b);
 - B. Acts, or incites or permits any other to act, in a manner deemed to be improper, unethical, dishonest, unsportsmanlike or intemperate, or prejudicial to the best interests of the sport and/or the Association;
 - C. Publishes, or incites or permits any other to publish, in social media or elsewhere, statements, comments or remarks considered to be offensive and/or made with the intent to influence or cast aspersions on the character or integrity of the Association, an Individual Member, a Member Club or an official of the sport;
 - D. Discloses, or incites or permits any other to disclose, confidential internal Association business or information to a third party not otherwise privy to the business or information.

As a Member of the Association, and as a condition of your continued membership in the Association, you have a duty to behave appropriately. Be mindful that how you act in public reflects on the Association and the sport. This Code of Conduct shall apply to all Individual Members and Lifetime Members, at all times, both on and off the playing field.

Violating any USPA By-Laws, Rules or Policies and/or compromising the ideals of the USPA shall subject Participant to disciplinary action and/or exclude Participant from further participation of a USPA Event.

II. PROTECTIVE GEAR AND EQUIPMENT

The USPA endeavors to provide Participant with relevant data pertaining to protective gear and equipment. The USPA makes no representation or warranty, express or implied, about the ultimate effectiveness of any type of protective gear or equipment including, but not limited to, helmet and face/eye protection, and cautions Participant that death, head, eye and face injury, or other serious bodily harm may result despite the use of such protective gear and equipment. The information provided by the USPA, whether in this Agreement, on the USPA website or in printed material is for Participant's independent consideration, study and evaluation. The USPA does not mandate that Participant wear any specific brand or type of helmet, face/eye protection or other protective gear or equipment. It is Participant's personal responsibility to choose a helmet, face/eye protection and any other form of protective gear and equipment that he or she believe will provide the best protection and safety. Any Participant in a USPA Event who is less than eighteen (18) years old is required to wear a helmet. Participants over the age of eighteen (18) years are strongly encouraged to wear a helmet during a USPA Event.

A. Helmet Data: Currently one polo helmet, the *Casablanca C-6*, meets the standards set by the National Operating Committee on Standards for Athletic Equipment ("NOCSAE"). If a polo helmet meets NOCSAE standards, there will be a NOCSAE logo on the helmet. Lola Chambless, M.D., a neurosurgeon from Vanderbilt University School of Medicine, has analyzed the different helmet standards used in equestrian events and rendered an opinion on which helmet standard offered the best protection for the sport of polo. Dr. Chambless concluded that the NOCSAE standard for polo helmets appears to offer the best protection for the types of head injuries typically sustained during polo play. Dr. Chambless' July 2011 report can be found on the USPA website. Participant is required to read Dr. Chambless' report and is strongly encouraged to perform any addition helmet research that Participant determines to be necessary or appropriate. The USPA does not recommend one helmet over another. It is Participant's responsibility to choose a helmet that he or she believes will provide the best protection and safety while playing polo.

B. Face/Eye Protection Data: A study of injuries sustained by polo players found that facial injuries comprise nineteen percent (19%) of all injuries suffered by polo players and are the second most common type of bodily injury. Sixty-five percent (65%) of the facial injuries occurred to players who did not wear face and/or eye protection. A stainless steel facemask may offer protection against a polo ball traveling at the speed of

eighty-four (84) miles per hour when the facemask is no more than two and one half (2 ½) inches from the helmet brim. The USPA is presently unaware of any injuries caused by the stainless steel facemasks, although such injuries may be possible. Participant is advised by the USPA that affixing face and/or eye protection to a NOCSAE certified helmet or other certified helmet may cause the helmet to lose its certification. Participant is advised to adhere to all manufacturer specifications, requirements and fitting instructions when affixing face and/or eye protection to a helmet or otherwise altering a helmet in any manner. The USPA does not recommend any particular brand or type of face or eye protection. It is ultimately Participant's responsibility to choose face and/or eye protection that he or she believes will provide the best protection and safety while playing polo and properly affix the face and/or eye equipment to a chosen helmet.

III. ACKNOWLEDGEMENT AND RELEASE

Participant acknowledges that he or she has read and understands the report prepared by Lola Chambless, M.D., and the other information on the USPA website pertaining to helmet and face/eye protection safety. Participant understands and acknowledges that helmets and face/eye protection meeting the NOCSAE standard or other safety standards will not protect Participant against all injuries, including, but not limited to, those that are fatal, serious, or severe. Participant voluntarily and knowingly assumes any and all risk of death or injury resulting from participating in a USPA Event, playing polo, or from the particular helmet and/or face/eye protection that Participant chooses to use. Participant further acknowledges and agrees that he or she voluntarily and knowingly assumes the risk of injury, harm and/or death while participating in a USPA Event, and Participant agrees and does by his or her signature below, fully relieve and completely and unequivocally release, to the fullest extent permitted by law, the USPA, its officers, directors, Executive Committee, Board of Governors, agents, employees, independent contractors and representatives, including the USPA umpires and fellow players (collectively, the "USPA Representatives"), from any and all liability or responsibility and from all damages that Participant may sustain as a result of using a particular type of helmet, face/eye protection and any other type of protective gear that Participant has chosen to use, or arising from my participation in a USPA Event, any game, clinic, scrimmage, or other polo related activity.

IV. CONSENT AND RELEASE FROM LIABILITY

Participant has read and understands the USPA's Rules, By-Laws and Constitution, and knows of no reason why Participant is not eligible to participate in a USPA Event. If accepted by the USPA as a participant in a USPA Event, Participant agrees to follow the USPA Rules and By-Laws, as outlined in the current year Official USPA Rule Book, and to abide by all of its terms and provisions.

Participant acknowledges and agrees that his or her participation in a USPA Event is a privilege; not a right. Participant acknowledges and knows of the risks involved in polo, understands that serious injury, and even death, is possible in such participation, and

chooses to accept all such risks. Participant voluntarily accepts any and all responsibility for his or her own safety and welfare while participating in a USPA Event, with the full understanding of the risks involved. Should participant be eighteen (18) years of age or older, or should Participant be emancipated from his or her parent(s)/guardian(s), Participant hereby releases and holds harmless, to the fullest extent permitted by law, the USPA and USPA Representatives from any and all responsibility and liability for any injury, claim or death resulting from participation in a USPA Event. Participant further agrees to take no legal action against the USPA or the USPA Representatives because of any accident, mishap, injury or death involving his or her participation in a USPA Event. Participant hereby authorizes the use or disclosure of his or her individual health information should treatment for illness or injury become necessary.

Participant authorizes emergency medical treatment to be administered to him or her should the need arise for such treatment while Participant is participating in a USPA Event. Participant hereby gives permission to transport him or her or arrange for his or her transport to a facility for medical treatment. Participant gives his or her permission to the health care provider(s) to provide him or her with medical treatment, including hospitalization, anesthesia, surgery, or injections or medications. Participant further agrees to be financially responsible for all charges incurred in connection with such treatment.

V. ASSUMPTION OF THE RISK

Participant acknowledges and agrees that horses, equine, equine transport, loading of horses onto an equine truck and trailer, riding, hacking, cantering, galloping, walking, jumping, playing polo and/or all other equestrian activities including the USPA Events are dangerous and involve risk of serious injury and/or death and/or property damage and that the horses, equine, equine transport, loading of horses onto an equine truck and trailer, riding, hacking, cantering, galloping, walking, jumping, playing polo and/or all other equestrian activities including the USPA Events are extremely dangerous and ultra hazardous. Participant consciously and voluntarily assumes all such risks, dangers and hazards inherent in these activities.

VI. HOLD HARMLESS AND INDEMNIFICATION

Participant agrees to indemnify and save and hold harmless the USPA from any loss, liability, damage, or costs that the USPA may incur due to my presence or the presence of my employees, agents or invitees in, on or around the USPA Events.

WARNING

CAUTION: HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS. RIDE AT YOUR OWN RISK.

An equine activity sponsor or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

I HAVE READ THIS DOCUMENT, IN ITS ENTIRETY, CAREFULLY, UNDERSTAND ALL OF ITS TERMS, AND KNOW IT CONTAINS A FULL AND COMPLETE RELEASE AND WAIVER OF LIABILITY.

VII. PHOTO, FILM & VIDEO RELEASE

Participant grants the USPA and each of its corporate affiliates, subsidiaries, related entities, employees, agents and representatives involved in the management, operation, staging and/or promotion of a USPA Event permission to use his or her name and likeness in a photograph, film or video in the USPA's education and teaching of polo, advertising, promotions, print media, internet media, website, film, etc., without payment or any other consideration (the "Materials"). Participant understands and agrees that the Materials will become the property of the USPA and will not be returned. Participant hereby irrevocably authorizes the USPA to edit, alter, copy, exhibit, publish or distribute the Materials for purposes of publicizing, promoting and advertising of USPA Events or polo, or for any other lawful purpose. In addition, Participant waives the right to inspect or approve the finished product, including written or electronic copy, wherein his or her name or likeness appears. Additionally, Participant waives any right to royalties or other compensation arising or related to the use of the Materials or his or her name or likeness. Participant hereby holds harmless and release and forever discharge the USPA from all claims, demands, and causes of action which he or she, their heirs, representatives, executors, administrators, or any other persons acting on Participant's behalf or on behalf of Participant's estate have or may have by reason of this authorization and the use of the Materials whether for commercial gain or not.

I have signed this Agreement freely, voluntarily, and under no duress. I have read this Agreement in its entirety and have a full understanding of the terms and conditions set forth herein. My signature is proof of my intention to execute a complete and unconditional waiver and release of all liability to the full extent of the law. I am either 18 years of age or older and mentally competent to enter into this Agreement or, if younger than 18 years or, my parent or legal guardian has signed this Agreement on my behalf and with my consent.

Signed this date the ____ day of _____, 20 ____.

Participant: _____
Print Name

Signature: _____

These fields must be complete in full!

Permanent Contact Information:

Street Address:

City, State, Zip, Country

_____ Phone
_____ Fax
_____ Email
_____ Cellular

VIII. PARENTAL/GUARDIAN CONSENT

This Agreement must be signed by the parent and/or legal guardian of Participant if Participant is under the age of eighteen (18) years.

I/we hereby give consent for Participant, my/our child/ward, to participate in the USPA Events.

I/we know of, and acknowledge that Participant knows of, the risks involved in participation in the USPA Events, understand that serious injury, and even death, is possible in such participation and chose to accept any and all responsibility for his/her safety and welfare while participating in the USPA Events. With full understanding of the

risks involved, I/we release and hold harmless the USPA and the USPA Representatives from any and all responsibility and liability for any injury, claim or death resulting from my/our child/ward's participation in the USPA Events and agree to take no legal action against the USPA or the USPA Representatives because of any accident, mishap, injury or death involving Participant's participation in the USPA Events. I/we further hereby authorize the use or disclosure of Participant's individual health information should treatment for illness or injury become necessary.

I/we authorize emergency medical treatment for Participant should the need arise for such treatment while Participant is participating in a USPA Event. In case of emergency, I/we understand that every reasonable effort will be made to contact us. In the event that the USPA or the USPA Representatives cannot reach me/us, I/we hereby give my/our permission to transport or arrange transport of Participant to a facility for medical treatment. Further, I/we give my/our permission to the health care provider(s) to render medical treatment, including hospitalization, anesthesia, surgery, or injections of medications for Participant. I/we further agree to be financially responsible for all charges incurred in connection with such medical treatment.

I grant the USPA and each of its corporate affiliates, subsidiaries, related entities, employees, agents and representatives involved in the management, operation, staging and/or promotion of a USPA Event permission to use Participant's name and likeness in a photograph, film or video in the USPA's education and teaching of polo, advertising, promotions, print media, internet media, website, film, etc., without payment or any other consideration (the "Materials"). I understand and agree that the Materials will become the property of the USPA and will not be returned. I hereby irrevocably authorize the USPA to edit, alter, copy, exhibit, publish or distribute the Materials for purposes of publicizing, promoting and advertising of USPA Events or polo, or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein Participant's name or likeness appears. Additionally, I waive on behalf of Participant any right to royalties or other compensation arising or related to the use of the Materials or Participant's name or likeness. I hereby hold harmless and release and forever discharge the USPA from all claims, demands, and causes of action which Participant, their heirs, representatives, executors, administrators, or any other persons acting on Participant's behalf or on behalf of Participant's estate have or may have by reason of this authorization and the use of the Materials whether for commercial gain or not.

I/WE HAVE READ THIS DOCUMENT, IN ITS ENTIRETY, CAREFULLY, UNDERSTAND ALL OF ITS TERMS, AND KNOW IT CONTAINS A RELEASE.

Signed this date the ____ day of _____, 20____.

Parent/Guardian: _____
Print Name

Signature: _____

These fields must be complete in full!

Permanent Contact Information:

Street Address:

City, State, Zip, Country

Phone

Fax

Email

Cellular