



GENERAL RELEASE AND WAIVER OF LIABILITY

I, in consideration of being permitted to be on the grounds of Ham Polo Club and being permitted to participate in various related activities while on the Grounds including participation in Polo, being permitted to be a spectator or in the vicinity of horses, a player, trainer, owner, attendant, referee or umpire, taking lessons, walking or riding, stabling, livery, or grooming or in any other way handling horses (all of the foregoing by way of example and not by way of limitation) (the “Activities”), by execution of this General Release and Waiver of Liability hereby:

1. Understanding

Confirm that I understand and acknowledge that activities involving horses can be dangerous and horses can act in a sudden and unpredictable (changeable) way, especially if frightened or hurt. There is a significant risk that serious INJURY or DEATH may result from any such activities.

2. Release Waiver

Acknowledge that I knowingly and freely assume all such risks, both known and unknown and I **voluntarily participate at my own risk** and assume sole responsibility for any injury, death or property damage I may suffer that arises from my participation in the Activities.

RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, you or any of your Directors, Associates or employees, for any loss or damage, and any claims, including any claim for death or personal injury (other than caused by your negligence), or injury to me or my ponies, or loss of personal property, whether arising from control or supervision of spectators, providing or failing to provide medical care, first aid, emergency communications, emergency transportation, or design, maintenance or repair of any facility or anything or any other act caused by you or otherwise while I am in or upon the Grounds.

3. Risk of Personal Property

Confirm that all personal property kept, placed or left on or about the Grounds shall be at my sole risk as to loss, theft, injury or damage and you shall have no responsibility for such loss, theft, injury or damage for any such personal property (including but not limited to ponies, tack and vehicles).

4. Assumption of Risk

Acknowledge and agree that equestrian activities are dangerous and involve risk of serious injury and/or death and/or property damage and that such activities are extremely dangerous and hazardous. I consciously and voluntarily assume all such risks, dangers and hazards inherent in these activities.

I acknowledge that I need to be medically fit enough to participate in the Activities and that it is up to me to liaise with a doctor about this. I also acknowledge that I should not attempt any activities which are outside of my ability.

I accept full responsibility for myself, my guests, my employees and my animals.

5. Damage

Agree to be wholly responsible for all damage caused by me, my guests, my employees, my animals, or anyone on the Grounds with my consent or at my request.

6. Insurance

Confirm that I have adequate insurance including third party public liability to protect my exposure and those of my horses. I further confirm that if I bring anyone employed by me to the Grounds I will have the appropriate employers' liability insurance.

7. Behavior

Confirm that I understand that you expect:

- (a) anyone attending the Grounds to behave and control their children and pets; and
- (b) that all players will participate in an attitude of fair play, good sportsmanship and mutual respect amongst the spectators and players alike.

I understand and acknowledge the dangers associated with the consumption of alcohol or any mind altering drugs before and during any of the Activities and I agree not to consume alcohol or any mind altering drugs during any of the Activities while on the Grounds and I take full responsibility for any injury, loss or damage associated with their consumption.

I agree not to take drugs prohibited by law before, during or after any of the Activities.

I confirm that all my employees are legally allowed to work in the United Kingdom.

8. Safety Equipment

I agree to wear or use any recommended safety equipment while on the Grounds, in particular whilst mounted:

- (a) a helmet;
- (b) back protector; recommended
- (c) appropriate footwear
- (d) hi-viz during early morning and evening when natural light is limited and also when riding out at all times

9. Instructions

I agree:

- (a) to abide by, follow and adhere to all the rules, regulations and by-laws which apply to the Activities or at the Grounds or any instructions given to me or in relation to the Activities or the Grounds from time to time.
- (b) to follow the directions of any event organiser or official.
- (c) that any misconduct or refusal by me to follow any direction of any organiser or official can result in the **CANCELLATION** of my participation in the Activities and my immediate removal from my horse **NO MATTER** where that may occur.

10. Acknowledgement

Confirm that I have had sufficient opportunity to read this document and having carefully read and understood the above, I fully understand its terms and the risks set forth herein and agree to accept full responsibility for my exposure to such risks. Furthermore, I acknowledge a full and complete understanding for the limitations of liabilities and waiver of certain rights that I may have and granting of releases contained herein and knowingly, freely and voluntarily consent thereto.

Please Ensure That You Have Been Given Or Obtained Details Of Important Numbers That May Be Needed In The Event Of An Emergency.

It Is Agreed That You Must Make Yourself Aware Of These Details.

If In Any Doubt About Any Of The Contents Of This Documents Speak To The Polo Office Immediately.