

GENERAL RELEASE AND WAIVER OF LIABILITY

1. the undersigned, in consideration of being permitted to be on the grounds of Ham Polo Club Limited (“Activity Provider”) and being permitted to participate in various related activities while on the Grounds including participation in Polo, 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:
2. Understanding

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

1. 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 in the absence of any negligence or other breach of duty by the Activity Provider, assume sole responsibility for any injury, death or property damage I may suffer that arises from my participation in the Activities.

Acknowledge that this waiver and release is given with the express intention of reducing the scope of obligations owed to me and with the intention of binding my spouse, heirs, executors, administrators, legal representatives and assigns.

RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, the Activity Provider or any of its Directors, Associates or employees, for any claims for loss or damage whatsoever (apart from any claim for death or personal injury to me caused by any negligence or other breach of duty by the Activity Provider) while I am in or upon the Grounds.

1. Risk to 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 the Activity Provider shall have no responsibility for such loss, theft, injury of damage for any such personal property (including but not limited to ponies, tack and vehicles).

1. 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 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 confirm that I am medically fit enough to participate in the Activities.

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

1. 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.

1. 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.

1. Behaviour

Confirm that I understand that the Activity Provider expects:

1. anyone attending the Grounds to behave and control their children and pets;
2. that all players will participate in an attitude of fair play, good sportsmanship and mutual respect amongst the spectators and players alike;
3. participants will not participate in any of the Activities if they are pregnant or under the influence of alcohol or non-prescription drugs;
4. participants will follow any safety warning or instructions displayed or given by a member of staff;
5. participants do not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent them from safely participating in the Activities;
6. participants will wear the correct clothing and equipment for the Activities; and
7. any participants under 18 years of age (“Minor Participants”) will be accompanied by an adult at all times, except during the course of the Activities where accompaniment is not possible.

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 entering the Grounds are legally allowed to work in the United Kingdom.

1. Safety Equipment

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

1. a helmet;
2. back protector;
3. appropriate footwear;
4. hi-viz during early morning and evening when natural light is limited and also when riding out at all times.
5. Instructions

I agree:

1. 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.
2. to follow the directions of any event organiser or official.
3. 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 and that I will not be entitled to the payment of any fees paid to the Activity Provider.
4. 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.

1. Minor Participants under the age of 18

To the extent applicable:

1. I voluntarily elect to allow the Minor Participant, for whom I am the parent or guardian, to participate in the Activities with full knowledge and awareness of the danger and risks involved.
2. In consideration of the Minor Participant being permitted to participate in the Activities, I accept and agree to the full contents of this waiver and release.
3. I confirm that I am the parent or guardian of the Minor Participant and entitled to make decisions for the Minor Participant regarding this Activities.
4. Photographs

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organisers and assigns.

1. Governing Law

This waiver and release will be governed by and construed in accordance with the laws of the England and Wales.

1. Emergency Contact

Emergency contact name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency contact phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**IF IN ANY DOUBT ABOUT ANY OF THE CONTENTS OF THIS DOCUMENTS SPEAK TO THE POLO OFFICE IMMEDIATELY.**

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| Signed ……………………………………………… |
| Print Name ………………………………………... |
| Date ………………………………………………… |

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| --- |
| **Minor Participant:** |
| Full Name of Minor Participant ……………………………………….  Signed by parent or guardian ……………………………………………… |
| Print Name: ………………………………………... |
|  |
| Date ………………………………………………… |