

# ARIZONA POLO CLUB/POLO CARES, INC

## PARTICIPANT RELEASE AND INDEMNIFICATION

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This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ an adult, (the "Participant"), to release and indemnify ARIZONA POLO CLUB/POLO CARES, INC, their officers, representatives, volunteers, and members as set forth below:

### WITNESSETH

Whereas, Participant on his or her own behalf and on behalf of the other members of his or her family, including Participant's spouse, parents, children, heirs and assigns (referred to hereinafter collectively and singularly as "Participant"), hereby grants to Proprietors this full release and indemnification as consideration for the right (i) to participate in whatever capacity applicable, including, but not limited to, as player, trainer, instructor, spectator, referee, umpire, student, owner, or attendant, in any and all of the various activities offered at the Arizona Polo Club/Polo Cares, Inc matches, including, but not limited to, showing animals, giving/taking lessons, riding, jumping, and participating, in polo match/practice or related activity with/at Arizona Polo Club/Polo Cares, Inc and any transportation, boarding, maintaining and handling of said animals for consideration or gratuitously (the "Equestrian Activities") and (ii) to use any and all CABALLEROS POLO FIELD, WESTWORLD, SCOTTSDALE ARENA, MESCAL PARK, SAND SPUR, grounds and ANY OTHER facilities, and playing fields, and (iii) to gain access to all areas open to Participate at the CABALLEROS POLO FIELD, WESTWORLD, MESCAL PARK and SCOTTSDALE ARENA, SANDSPUR (the "Facilities") offered now or in the future for the benefit of the Equestrian Activities, Participant, Participant's vehicles, tack equipment and supplies, and animals owned or used by Participant; and

Whereas, the Proprietors are willing to grant permission to Participant to be involved in the foregoing Equestrian Activities on the WESTWORLD, MESCAL PARK and SCOTTSDALE ARENA Facilities if Participant is willing to indemnify and release the Proprietors from any and all losses, claims, causes and suits, directly or indirectly, arising therefrom,

Now, therefore, in consideration of these premises, Participant agrees as follows:

1. Release. Participant HEREBY DOES VOLUNTARILY RELEASE, DISCHARGE WAIVE, RELINQUISH AND COVENANT NOT TO SUE with respect to any and all actions or causes of action for bodily injury, property damage or death occurring to Participant or any animal or Personal Property owned, possessed, controlled, or used by Participant, arising either directly or indirectly out of participating in any of the Equestrian Activities of utilizing or benefiting from the use of any of the CABALLEROS POLO FIELD, WESTWORLD, MESCAL PARK and SCOTTSDALE ARENA, SANDSPUR Facilities, wherever or however the same may occur and for whatever period said activities or use may continue. Participant HEREBY RELEASES, WAIVES, DISHARGES, RELINQUISHES AND COVENANTS NOT TO SUE with any respect to any of the aforesaid actions or causes of action which may hereafter arise for the benefit, directly or indirectly, of Participant and agree that under no circumstances will Participant prosecute or present any claim for bodily injury, property damage or death against the Proprietors arising from any claim of any kind of nature in connection with Participant's participation in any of the Equestrian Activities of use of CABALLEROS POLO FIELD, SANDSPUR, WESTWORLD, MESCAL PARK AND SCOTTSDALE ARENA Facilities, whether same shall arise in whole or in part from the negligence of the Proprietors or any third party and whether such negligence is the sole of concurring cause of the bodily injury, property damage or death.

2. Indemnity. Participant further does HEREBY INDEMNIFY AND HOLD HARMLESS the Proprietors from any and all claims, actions, demands, costs, liabilities, expenses or judgments whatsoever, including attorney's fees and costs, which might arise by whomever, by through and under Participant, or whenever made or presented for any loss or damage directly or indirectly, related to Participant's participation in any of the Equestrian Activities or Participant's

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[www.arizonapolo.com](http://www.arizonapolo.com) 2019-2020 [info@azpoloclub.com](mailto:info@azpoloclub.com) Initials: \_\_\_\_\_

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use of any of the Facilities with/at Arizona Polo Club/Polo Cares, Inc, CABALLEROS POLO FIELD, SANDSPUR, WESTWORLD, MESCAL PARK and SCOTTSDALE ARENA. It is the intention of the parties hereto that the Participant will indemnify and protect Proprietors from the consequences of Proprietor's or any party's negligence (including others who may be participating in the Equestrian Activities in question), who may have a claim or cause of action against Proprietors that arose by, through or under Participant, whether same arises, in whole or in part, from the negligence of the Proprietors of any other party and whether such negligence is the sole of concurring cause of the bodily injury, property damage or death.

3. Defense against Claims. Participant agrees to defend Proprietors against any claims brought or actions filed against Proprietors with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or filed with respect to the subject of indemnity herein, Participant agrees that Proprietors can employ attorneys of their own selection to appear and defend a claim or action on behalf of Proprietors at the expense of Participant. Proprietors, at their option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against Proprietors. Participant shall upon demand pay to Proprietors all sums due to any parties by Proprietors as a result of any indemnified claim and all sums due to counsel so selected whether for invoices for services and expenses due or for retainer sums requested by such counsel in advance of services.

4. Representations. Participant hereby agrees to abide by all General Rules for Use of the Club as set forth in the USPA Handbook at all times and shall comply with all United States Polo Association rules and regulations which shall govern all polo play engaged in by Participant. Participant hereby voluntarily executes this Agreement to induce the Proprietors to permit his participation on the various Equestrian Activities offered with/at Arizona Polo Club/Polo Cares, Inc, CABALLEROS POLO FIELD, SANDSPUR, WESTWORLD, MESCAL PARK and SCOTTSDALE ARENA and Participant's use of the various Facilities of WESTWORLD and HORSE LOVERS PARK. PARTICIPANT FURTHER ACKNOWLEDGES THAT SUCH PARTICIPATION AND USE IS AT PARTICIPANT'S OWN RISK AND WITHOUT ANY REPRESENTATIONS OF ANY KIND OR CHARACTER HAVING BEEN MADE TO PARTICIPANT BY THE PROPRIETORS.

5. Medical. Participant fully recognizes own risk of injury and Personal Property (as hereinafter defined) inherent in participation in any physical activity and hereby represents to the Proprietors that Participant has either consulted participant's personal physician who has consented to Participant's participation in the Equestrian Activities or has elected to forego a physical examination, but declare that Participant is physically capable of participating in the Arizona Polo Club/Polo Cares, Inc, CABALLEROS POLO FIELD, SANDSPUR, WESTWORLD, MESCAL PARK and SCOTTSDALE ARENA Equestrian Activities. Participant hereby gives consent to emergency medical or veterinary care, as the case may be, inclusive of necessary transportation in order to obtain such treatment in the event of injury to Participant or Participant's animals as the Proprietors or any one acting at the Facilities may deem appropriate. The release and indemnification set forth above extends to any and all liability arising out of or in any way connected with such provision of medical, veterinary treatment or transportation provided in the event of some emergency. PARTICIPANT HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF PERSONAL INJURY, PROPERTY DAMAGE OR DEATH DUE TO THE NEGLIGENCE OF ANY PARTY HEREIN RELEASED.

6. Participant's Personal Property. Participant understands that all equipment, clothes, personal effects, jewelry, saddles, tack, supplies, animal trailers and any other personal property owned, controlled or used by Participant (the "Personal Property") and brought to CABALLEROS POLO FIELD, SANDSPUR, WESTWORLD, MESCAL PARK and SCOTTSDALE ARENA used,

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stored or otherwise located in or around the Equestrian Facilities shall remain the sole responsibility of Participate to properly secure from theft, damage or injury to any other person. All Personal Property should be insured by Participant, as Arizona Polo Club/Polo Cares, Inc, CABALLEROS POLO FIELD, SANDSPUR, WESTWORLD, MESCAL PARK and SCOTTSDALE ARENA does not have any responsibility or obligation to insure its safety or injury to any other person. ALL PERSONAL PROPERTY LEFT AT ANY OF ARIZONA POLO CLUB/WESTWORLD FACILITITES IS LEFT AT THE SOLE RISK OF PARTICIPANTS AS TO ITS THEFT, DAMAGE OR INJURT TO ANY OTHER THIRD PARTY, AND ALL LOSS, DAMAGE OR INJURY TO ANY OTHER THIRD PARTY, AND ALL LOSS, DAMAGE OR INJURY RESULTING FROM PARTICIPANT'S PERSONAL PROPERTY SHALL BE AT THE SOLE EXPENSE FO PARTICIPANT. Participant further understands that the release and indemnity provisions of the Agreement include and relate to any and all damage, claims, causes of action, expenses or the like arising from the theft, or damage or injury caused by or occurring to the Personal Property and hereby understand that the foregoing provisions of the Agreement apply equally to the Personal Property.

7. Entire Agreement. This Agreement contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of the Agreement which are not fully expressed herein.

8. Miscellaneous. This Agreement shall be governed and construed under the laws of the State of Arizona. Any references to gender, singular or plural context shall be interpreted to be the same. All provisions of the Agreement shall survive the execution and delivery of this Agreement and shall continue in full force and effect.

9. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND INDEMITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made. THE UNDERSIGNED UNDERSTANDS THAT THIS IS A RELEASE OF ALL OF PARTICIPANT'S CLAIMS AND ALL CLAIMS THAT MAY BE RAISED BY, THROUGH OR UNDER PARTICIPANT BY OTHERS.

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Signature	Date	Phone Number
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Address	City	State
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Zip Code	E-mail	

### Signing for a minor

Name of the minor: \_\_\_\_\_ age: \_\_\_\_\_  
I'm the legal guarding of the minor named above and give him/her my permission to enter into any equestrian activities including but not limited to polo, riding, taking lessons, walking horses, and any other equestrian related activities under my consent and I'm aware of the risks associated with the participation in polo and equestrian sports. Initials: \_\_\_\_\_

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