



**San Antonio Polo Club**

**Liability Waiver & Indemnification**

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This Release and Indemnification Agreement ("Agreement") is made and entered into this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

by and between The San Antonio Polo Club, its owners and agents (hereinafter referred to as "Club"), as well as Gale Family Partners, G.G. Gale, Elizabeth Gale, their heirs or assigns and any entities associated with the Gale family ("The Gales") and property located at 285 Obst Road in Bulverde, Texas (hereinafter referred to as the "Property")

\_\_\_\_\_ (Hereinafter referred to as "Visitor"), or if Visitor is a minor (under the age of 18), Visitor's parent or guardian \_\_\_\_\_.

This agreement shall apply not only to the undersigned, but also to any person who enters and/or uses any portion of the Property, equipment, horses or facilities of the San Antonio Polo Club, or participates in any activity hosted by the Club in any other location with the permission of the undersigned.

In return for access and use of the facilities of the Club, and participation in its events and activities whether actively or passively, including all facilities and services of the owners, agents, employees or representatives thereon, Visitor, his heirs, assigns and legal representatives hereby expressly agree to the following.

**1. RELEASE, INDEMNIFY AND HOLD HARMLESS**

Visitor acknowledges that participation in or observation of equine activities involves risk. VISITOR KNOWINGLY ACCEPTS AND ASSUMES ALL RISKS AND LIABILITIES for bodily injury, disability, death, unavailability of emergency medical care, property damage, including consequential damage, involved in, or arising from, Visitor's use of or presence upon Club properties or participation in Club activities, or any of its facilities, or horses located thereon, and does hereby REMISE, RELEASE, INDEMNIFY, AND HOLD HARMLESS NOW AND FOREVER, the Club, its employees, members, agents, owners, lessors, successors, assigns, affiliates, officers, directors, and any other person acting upon behalf of the Club or Property including any owners of the property, the Club, or any facilities or horses or livestock located thereon, leased, managed, or operated by the Club, from any and all liabilities, claims, demands, causes of action, suits, damages, injuries, judgments, proceedings, costs and expenses which Visitor may have, whether known or unknown arising out of, or in any way, connected with Visitor's use of or presence upon the Club grounds, Property, any facilities or horses or livestock located thereon, or participation in the activities. Visitor agrees to INDEMNIFY AND DEFEND Club against, any and all claims, causes of action, damages, judgments, costs or expenses including reasonable attorney's fees, which in any way arise from Visitor's use of, or presence upon Club's properties or participation in Club activities, or horses or livestock located thereon including any claim arising out of negligence of the Club, Club employees, or managers, its affiliates, officers, directors or agents.

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**2. RULES AND REGULATIONS**

Visitor agrees to abide by all written, posted and stated rules and regulations of the Club and Property.

**3. INSURANCE**

The Club recommends that Visitor carry insurance coverage on himself, his horse(s), and his personal property. Club shall not be responsible for insuring Visitor, Visitor's horse(s), or Visitor's personal property. Club shall not be responsible for injury or death of Visitor or Visitor's horse(s) nor for any loss, theft, or damage to the personal property of Visitor.

**4. CONDITION OF THE HORSES**

If Visitor brings his own horses to Club's properties or events, the Visitor guarantees that the horse(s) is free from infections, contagious or transmittable disease. Visitor shall provide the Club with the following: 1. a current negative Coggins test, 2. Veterinarian's health certificate, and 3. a health worming and immunization record. Club reserves the right to refuse to permit Visitor from bringing Visitor's horse(s) on Club property or events if Club determines, in its sole discretion that the horse is not in proper health or is dangerous or undesirable.

**5. GOVERNING LAW**

This Agreement is non-assignable and non-transferable. This agreement shall be governed by, and construed in accordance with laws of the State of Texas. Venue for purposes of litigation or arbitration concerning this Agreement shall be in Bexar County, Texas.

**6. SEVERABILITY**

In the event any provision of this Agreement shall be void or unenforceable for any reason, then such provision shall be stricken and be of no force and effect. The remaining provisions of the Agreement, however, shall continue in full force and effect, and to the extent required, shall be modified to preserve their validity.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THE FORGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.

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**Visitor's Name, or name of Parent/Guardian if Visitor is a minor**

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**Signature**

**date**

**WARNING: Under Texas Law (Chapter 87, Civil Practices & Remedies Code), an Equine Organization, or Professional, is not liable for an injury to or the death of a participant in Equine Activities resulting from the inherent risks of Equine activities.**

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