

Printed Name of Signee:

Date:



San Antonio Polo Club

Liability Release and Indemnification

This Liability Release and Indemnification Agreement ("Agreement") is willingly entered into by me either by signature or electronic acceptance. SAPC authorizes a legal guardian to sign or electronically accept on behalf of their minor child.

This agreement shall apply not only to the undersigned, but also to any person, their guest(s) or family ("Visitor") who actively or passively enters and/or uses any portion of the property, equipment, horses or facilities either owned, leased or sponsored by the San Antonio Polo Club ("SAPC"), or participates in any activity hosted by SAPC in any other location ("property").

In return for access and use of the facilities of the SAPC and participation in its events and activities whether actively or passively, including all property owned, leased or otherwise utilized by SAPC, and services of the owners, agents, employees or representatives thereon, I, my heirs, assigns and legal representatives hereby expressly agree to the following:

1. RELEASE, INDEMNIFY AND HOLD HARMLESS

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

I also acknowledge that SAPC, its volunteers, employees, managers, affiliates, officers, directors or agents are not responsible for errors, omissions, act or failures to act of any party or entity conducting a specific event or activity on behalf of the San Antonio Polo Club.

2. RULES AND REGULATIONS

I agree to abide by all written, posted and stated rules and regulations and Code of Conduct of SAPC and its property as well as the laws of the State of Texas and the Counties of Bexar and Comal. Firearms of any kind are not permitted on the Property. SAPC horses and livestock are not to be touched, ridden, led or moved from their given locations without express consent of SAPC directors or officers. Fireworks of any kind are not permitted on the property. I agree to keep their vehicle including all-terrain vehicles (ATV's) and other motorized transportation on the designated roadways and will not drive across fields or onto grass areas. I am responsible for any damage done to the property, livestock, infrastructure, and/or that of any other visitor or guest, which includes damage to field, trailers, vehicles, equipment, tack

and horses. In the event of injury to a club horse, Visitor will be responsible for any veterinary care costs up to the market value of said animal.

3. INSURANCE, INJURY AND DAMAGES

SAPC recommends that a person of any age carry insurance coverage on himself, a related minor, his horse(s), and his personal property. SAPC shall not be responsible for insuring Visitor, , Visitor's horse(s), or Visitor's personal property. SAPC 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.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment and transportation. I am aware and understand that I should carry my own health insurance. If I am injured and unable to care for myself and there is no legal representative for me on scene to authorize care, I authorized the senior member of SAPC on scene to request for my care and transportation as deemed medically necessary either by the senior member's discretion or medical professional(s).

In the event that any damage, injury or death to another person, horse, equipment or facilities occurs as a result of my, my family's or my employee's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any action of neglect or recklessness. Likewise, I will hold SAPC harmless in the event of these stated actions by others.

4. CONDITION OF THE HORSES

If I bring my own horse(s) to SAPC properties or events, I guarantee that the horse(s) is free from infections, contagious or transmittable diseases. Visitor shall provide SAPC with the following: 1. a current negative Coggins test, 2. Veterinarian's health certificate, and 3. a health worming and immunization record. SAPC reserves the right to refuse to permit anyone from bringing a horse(s) on SAPC property or event if SAPC 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, WARNING, RELEASE, AND ASSUMPTION OF RISK. I AGREE TO THIS DOCUMENT BY ELECTRONIC ACCEPTANCE OR BY SIGNATURE BELOW.

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

Email Address

Phone Number

Signature

Date

WARNING: Under Texas Law (Chapter 87, Civil Practices & Remedies Code), and 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. 1/22/17