



SPANISH PASS POLO CLUB, INC. RELEASE, INDEMNIFICATION WAIVER AND COVENANT NOT TO SUE AGREEMENT

This Agreement made as of the date set out opposites the undersigned's signature below by the undersigned (hereinafter the "Participant" which shall have the meaning set forth in Section 7 hereof) for the purposes hereafter set forth.

WHEREAS, Participant desires freely and voluntarily to participate in polo games, tournaments, practices and related activities or events conducted by the Spanish Pass Polo Club, Inc. (hereinafter the "Club" which shall have the meaning set forth in Section 7 hereof); to engage in other related activities including but not limited to, practicing polo, riding, training and exercising of horses, teaching polo or horsemanship, taking lessons in polo or horsemanship, demonstrating horses to customers or allowing customers to try horses, grooming or otherwise caring for or working around horses and to make use of fields, other facilities, equipment and property leased, owned, used or operated by the Club (any and all of which activities are hereinafter referred to as the "Activities"); and

WHEREAS, Participant acknowledges that he or she has had ample and sufficient opportunity to inspect the Club Facilities, is familiar with the conditions and potential conditions of the Club Facilities, is aware of animal behavior that may be dangerous and is also familiar with the dangers and risks of injury, death or damage in participating in any of the Activities, that Participant is fully aware of these risks and that Participant freely and voluntarily accepts and assumes all of the risks of injury, death or damage to person or property arising out of or related to Participants participating in and of the Activities; and

WHEREAS, the Club is willing to grant permission to Participant to be involved in the Activities if Participant is willing to release and indemnify the Club from any and all losses, claims, causes of action and lawsuits arising directly or indirectly therefrom as set forth herein;

NOW, THEREFORE, in consideration of these premises, Participant agrees as follows:

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE, INDEMNIFICATION, WAIVER AND COVENANT NOT TO SUE 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. Date (MM/DD/YYYY): _____

Participant Name: _____

Participant Signature: _____