

**GENERAL RELEASE, LIABILITY WAIVER AND
ASSUMPTION OF ALL RISK AND LIABILITY**

PLEASE READ CAREFULLY

UNDER VIRGINIA LAW, AN EQUINE ACTIVITY SPONSOR, AN EQUINE PROFESSIONAL, OR ANY OTHER PERSON SHALL NOT BE LIABLE FOR AN INJURY TO OR DEATH OF A PARTICIPANT RESULTING FROM THE INTRINSIC DANGERS OF EQUINE ACTIVITIES.

Proper execution of the following General Release, Liability Waiver and Assumption of All Risk and Liability by the undersigned is a prerequisite to the undersigned or the undersigned's minor child or legal ward ("Participant") being able to take part in any and all polo and related activities as a rider, polo player, boarder, guest, visitor, participant in any equine event or otherwise in connection with horse care, horseback riding, polo instruction, the playing of polo or any horse or farm-related activities ("Polo Activities") sponsored by or taking place at the Virginia Polo Center, Forest Lodge facility (the "Virginia Polo Center") and/or by all related organizations including, but not limited to the United States Polo Association, Polo Training Foundation, University of Virginia, University of Virginia Alumni Association, Virginia Polo, Inc., Virginia Polo Team, Inc., Virginia Polo Center, Inc., all of which entities together with their respective directors, officers, members, representatives, and employees are hereinafter referred to herein as the "Releasees."

In consideration of the Participant electing to use the Virginia Polo Center, including but not limited to use of the playing and riding fields, barns, paddocks, other buildings, roadways, facilities, and equipment, and to participate in Polo Activities, the undersigned HEREBY FOREVER RELEASES, INDEMNIFIES AND HOLD HARMLESS and on behalf of said Participant, his or her heirs, next of kin, dependents, representatives, executors, administrators, successors or assigns hereby does release, indemnify and hold harmless the Releasees from any cause of action, claims or demands of any nature whatsoever (including, but not limited to actions for costs and/or attorney's fees) which the undersigned and/or the Participant, his or her representatives, heirs, next of kin, dependents, executors, administrators, or any other person or entity on my behalf, may now have, or have in the future, against the Releasees on account of personal injury, property damage, or accident of any kind, including death, arising out of the participation in or observation of Polo Activities by the undersigned and/or the Participant, including without limitation, participation in or observation of Polo Activities sponsored by one or all Releasees. _____ **INITIALS**

The undersigned further understands that by signing this Release, he/she covenants and agrees that he/she, as well as his/her heirs, next of kin, dependents, representatives, executors, administrators, successors or assigns, will never institute any suit or action at law or otherwise against the Releasees or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, loss of services, expenses or compensation for or on account of any damage, loss or injury either to the Participant's person or property or both, which may result from the Participant's attendance at any participation in Polo Activities. Participant is hereby given notice of risk inherent in equine activities, including Polo Activities, including (i) the propensity of an equine to behave in dangerous ways which may result in injury to the Participant; (ii) the inability to predict an equine's reaction to sound, movements, objects, persons, or animals; and (iii) hazards of surface and subsurface conditions - and specifically assumes this risk and the risk of acts or omissions that constitute negligence for the safety of the Participant by the Releasees, whether or not related to the preceding enumerated inherent risks. _____ **INITIALS**

The undersigned further understands that participation in Polo Activities involves substantial risk of injury - including death - and fully understands, accepts and assumes that risk. The undersigned verifies that the Participant is in good health and that he/she has no physical limitations which would preclude his/her safe participation in Polo Activities. The undersigned and/or the Participant agrees that prior to participating he/she will inspect the facilities and mounts for suitability and safety and related equipment to be used, and if they believe anything is unsafe, they will immediately advise their coach, supervisor or Virginia Polo Center representative of such condition and refuse to participate. Participant hereby specifically assumes the risk of his/her own negligence in any Polo Activities and any negligence of the Releasees. _____ **INITIALS**

The undersigned hereby acknowledges that no medical emergency services are or will be provided by the Releasees during Polo Activities, and if he/she is unable to timely do so for himself/herself or his/her child or legal ward's behalf, he/she hereby consents, directs and authorizes the Releasees to contact an emergency medical care provider on himself/herself to engage any emergency medical care, diagnosis or transportation as they may deem appropriate for himself/herself or his/her child or legal ward, as the case may be, inclusive of necessary treatment, diagnosis or transportation, whether surgical or otherwise, and that this General Release, Liability Waiver and Assumption of All Risk and Liability extends to any and all liability arising out of, or in any way connected to such provision or emergency medical treatment, diagnosis or transportation. The undersigned hereby agrees to assume all risk and to pay all costs in connection with or associated to such treatment, diagnosis or transportation. _____ **INITIALS**

The undersigned and/or the Participant understand that the Releasees did not undertake to provide medical or hospitalization insurance for Participants. The undersigned certifies that the Participant will be covered by his/her own medical and hospitalization insurance while participating in Polo Activities. The undersigned and/or the Participant further states that he/she is cognizant of all of the inherent dangers of participation in Polo Activities including the dangers of participating in and observing Polo Activities; that he/she is of lawful age and legally competent to sign this General Release, Liability Waiver and Assumption of All Risk and Liability which he/she has fully read and completely understands; he/she understands the terms herein are contractual and not a mere recital, and that this General Release, Liability Waiver and Assumption of All Risk and Liability has been signed as his/her own free act by the Participant or on behalf of the Participant by the parent or legal guardian with whom the undersigned has discussed the nature of the Polo Activities described herein.

IN WITNESS WHEREOF, this instrument is duly executed in Albemarle County, Virginia, this _____ day of _____, 20 ____.

Signature of Participant or Parent/Guardian

Signature of Witness

Please Print Name

Please Print Name

Please Print Relationship to Participant

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