

**UNITED STATES POLO ASSOCIATION ("USPA") RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (THE "AGREEMENT")**

**Player's Name:**

First \_\_\_\_\_

Last \_\_\_\_\_

**If Minor, Minor Player's Name:**

First \_\_\_\_\_

Last \_\_\_\_\_

**If Player is a Minor, Parent/Guardian's Name:**

First \_\_\_\_\_

Last \_\_\_\_\_

**USPA Tournament Name (the "Event"):**

**Event Dates:**

\_\_\_\_\_

\_\_\_\_\_

**PLEASE CHECK THE APPROPRIATE BOX AND INITIAL WHERE INDICATED:**

I hereby *certify, represent, and warrant* that I am requesting a waiver of USPA Outdoor Rule 4a and Arena Rule 3a(2) for the limited purpose of playing in the Event without a Specified Helmet (as defined below) in light of one of the following circumstances:

- I represent that I or the minor child player set forth above joined the USPA for the first time on or after May 1, 2021, or that I or the minor child player set forth above rejoined the USPA on or after that date following an absence of at least two years, and that I or the minor child player set forth above do not possess a Specified Helmet, that I have provided definitive proof that on a date within 30 days after joining or rejoining the USPA but no more than six months previously, I or the minor child player set forth above ordered a Specified Helmet which has not yet been delivered. I or the minor child player set forth above have not cancelled the referenced order and the order remains outstanding, but I or the minor child player set forth above have not yet received the Specified Helmet. \_\_\_\_\_ (Initials)
  
- I ordered a Specified Helmet prior to May 1, 2021 for either myself, or for the minor child player set forth above. As proof, I have attached to this Agreement a true, correct, and unaltered invoice or order form from the seller of the Specified Helmet that demonstrates that I ordered the Specified Helmet prior to May 1, 2021. I have not cancelled my order and my order remains outstanding, but I have not yet received my Specified Helmet. \_\_\_\_\_ (Initials) **[Note: This variance will expire on October 1, 2021.]**
  
- I purchased and received a Specified Helmet for either myself or the minor child player set forth above prior to May 1, 2020, but thereafter, the Specified Helmet was damaged. As proof, I have attached to this Agreement a true, correct, and unaltered invoice or order form from the seller of the Specified Helmet that demonstrates that I ordered the Specified Helmet prior to May 1, 2020. I have ordered a new Specified Helmet to replace the damaged one, but I have not yet received the new Specified Helmet. As proof, I have also attached to this Agreement a true, correct, and unaltered invoice or order form from the seller of the Specified Helmet that demonstrates that I have ordered a replacement. \_\_\_\_\_ (Initials)
  
- Either my Specified Helmet or that of the minor child player set forth above was damaged during the Event. I do not have another Specified Helmet available for use at the Event. I represent that I will order another Specified Helmet immediately following the Event and provide to a USPA representative for attachment to this Agreement a true, correct, and unaltered invoice or order form from the seller of the Specified Helmet that demonstrates that I have ordered the Specified Helmet. \_\_\_\_\_ (Initials)

### **WAIVER OF USPA OUTDOOR RULE 4a.**

USPA Outdoor Rule 4a and the associated Interpretations require all players to utilize, as a condition to participating in any USPA Event or Club Event, a protective helmet that has been certified to meet the NOCSAE ND050 Standard Performance Specification for Newly Manufactured Polo Helmets (the "Specified Helmet"). However, it has come to USPA's attention that the limited circumstances set forth above have adversely impacted a player's ability to utilize a Specified Helmet in the Event. To that end, USPA is willing to waive Rule 4a for the affected players, so that they may nevertheless participate in the Event, but only subject to the terms and conditions set forth in this Agreement.

***Attention adult players: please review, initial, and sign the terms and conditions stated on Exhibit A only.***

***Attention parents/guardians of minor players: please review, initial, and sign the terms and conditions stated on Exhibit B only.***

**EXHIBIT A**

**Terms & Conditions Applicable to Adult Players**

**1. RELEASE OF LIABILITY AND WAIVER OF RIGHT TO BRING LEGAL ACTION.**

The below-initialed player, individually, and on behalf of his or her respective assigns, agents, representatives, heirs, executors and administrators, hereby COVENANTS NOT TO SUE AND TO FOREVER RELEASE, WAIVE AND DISCHARGE the United States Polo Association and, to the extent applicable, its assigns, employees, principals, officers, directors, members, agents, representatives, successors, predecessors, heirs, executors, administrators, subsidiaries, affiliated corporate entities and insurers (collectively, the "Releasees") of and from any and all known and unknown losses, actions, causes of action, claims, demands, expenses, costs, compensation of any kind and liability of any kind, whether arising in tort, contract, or equity, that in any way arise out of or relate to the waiver of Rule 4a granted in this Agreement (collectively, the "Claims"), WHICH EXPRESSLY INCLUDES, BUT IS NOT LIMITED TO, CLAIMS FOR BODILY INJURY, DEATH, LOSS OF EARNING POTENTIAL, LOSS OF QUALITY OF LIFE AND/OR LOSS OF CONSORTIUM, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

**Initials:** \_\_\_\_\_

**2. AGREEMENT TO DEFEND, INDEMNIFY AND HOLD HARMLESS.**

To the fullest extent allowed by law, the below-initialed player agrees to defend, indemnify, and hold the Releasees harmless for, from and against any and all claims, liabilities, obligations, losses, damages, penalties, costs, actions, suits and expenses (including court costs and reasonable attorneys' fees) caused in whole or in part by, or that otherwise arise out of or relate to the waiver of Rule 4a granted in this Agreement, regardless of whether the claim, liability, obligation, loss, damage, penalty, cost, action, suit or expense was caused by the negligence of the Releasees or otherwise.

**Initials:** \_\_\_\_\_

**3. ASSUMPTION OF THE RISK.**

The below-initialed player expressly acknowledges, agrees, and affirms that the undersigned is voluntarily participating in the Event and that he or she has affirmatively requested that the USPA waive Rule 4a to allow the undersigned to continue to participate in the Event. The below-initialed player acknowledges that the undersigned's failure to wear a Specified Helmet could result in serious bodily injury (including head or neck injuries), permanent disability, paralysis, and even death. USPA further informs the undersigned, and the undersigned hereby acknowledges, that equine sports like polo are a dangerous, inherently risky activity, and that those risks—all of which may be compounded or aggravated by the failure to wear a Specified Helmet—include, but are not limited to, accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and mounts, natural or manmade objects; adverse weather conditions; imperfect field of play conditions; facility issues; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the USPA; INJURIES COMPOUNDED OR AGGRAVATED BY NEGLIGENT RESCUE OPERATIONS; and other undefined, not readily foreseeable and presently unknown risks and dangers. **THE BELOW-INITIALED PLAYER KNOWINGLY ASSUMES ALL OF THE RISKS, WHETHER STATED HEREIN OR OTHERWISE, WHETHER KNOWN OR UNKNOWN, AND ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES, LIABILITIES, LOSSES, COSTS AND/OR EXPENSES INCURRED AS A RESULT OF THE FAILURE TO WEAR A SPECIFIED HELMET.**

**Initials:** \_\_\_\_\_

**Name (Printed):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT B**

**Terms & Conditions Applicable to Minor Players**

**1. ACKNOWLEDGMENTS, REPRESENTATIONS AND WARRANTIES.**

The below-initialed parent/guardian hereby expressly acknowledges, agrees and affirms (1) that this Agreement applies to and is enforceable against both the parent/guardian and the above-named, minor player; (2) that the parent/guardian is expressly giving up his or her own legal rights as stated in this Agreement; and (3) that the parent/guardian is, on behalf of the above-named, minor player, expressly giving up the above-named, minor player's legal rights as stated in this Agreement. The below-initialed parent/guardian also hereby expressly represents and warrants that he or she is authorized to act on behalf of the above-named, minor player.

**Parent/Guardian's Initials:** \_\_\_\_\_

**2. RELEASE OF LIABILITY AND WAIVER OF RIGHT TO BRING LEGAL ACTION.**

The below-initialed parent/guardian, individually, on behalf of the above-named minor player, and on behalf of their respective assigns, agents, representatives, heirs, executors and administrators, hereby COVENANTS NOT TO SUE AND TO FOREVER RELEASE, WAIVE AND DISCHARGE the United States Polo Association and, to the extent applicable, its assigns, employees, principals, officers, directors, members, agents, representatives, successors, predecessors, heirs, executors, administrators, subsidiaries, affiliated corporate entities and insurers (collectively, the "Releasees") of and from any and all known and unknown losses, actions, causes of action, claims, demands, expenses, costs, compensation of any kind and liability of any kind, whether arising in tort, contract, or equity, that in any way arise out of or relate to the waiver of Rule 4a granted in this Agreement (collectively, the "Claims"), WHICH EXPRESSLY INCLUDES, BUT IS NOT LIMITED TO, CLAIMS FOR BODILY INJURY, DEATH, LOSS OF EARNING POTENTIAL, LOSS OF QUALITY OF LIFE AND/OR LOSS OF CONSORTIUM, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

**Parent/Guardian's Initials:** \_\_\_\_\_

**3. AGREEMENT TO DEFEND, INDEMNIFY AND HOLD HARMLESS.**

To the fullest extent allowed by law, the below-initialed parent/guardian agrees to defend, indemnify, and hold the Releasees harmless for, from and against any and all claims, liabilities, obligations, losses, damages, penalties, costs, actions, suits and expenses (including court costs and reasonable attorneys' fees) caused in whole or in part by, or that otherwise arise out of or relate to the waiver of Rule 4a granted in this Agreement, regardless of whether the claim, liability, obligation, loss, damage, penalty, cost, action, suit or expense was caused by the negligence of the Releasees or otherwise.

**Parent/Guardian's Initials:** \_\_\_\_\_

**4. ASSUMPTION OF THE RISK.**

The below-initialed parent/guardian expressly acknowledges, agrees, and affirms that the above-named minor player is voluntarily participating in the Event and that he or she has affirmatively requested that the USPA waive Rule 4a to allow the above-named minor player to continue to participate in the Event. The below-initialed parent/guardian acknowledges that the above-named, minor player's failure to wear a Specified Helmet could result in serious bodily injury (including head or neck injuries), permanent disability, paralysis, and even death. USPA further informs the parent/guardian, and the parent/guardian, both individually, and on behalf of the above-named minor player, hereby acknowledges, that equine sports like polo are a dangerous, inherently risky activity, and that those risks—all of which may be compounded or aggravated by the above-named, minor player's failure to wear a Specified Helmet—include, but are not limited to, accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and mounts, natural or manmade objects; adverse weather conditions; imperfect field of play conditions; facility issues; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the USPA; INJURIES COMPOUNDED OR AGGRAVATED BY NEGLIGENT RESCUE OPERATIONS; and other undefined, not readily foreseeable and presently unknown risks and dangers. **THE BELOW-INITIALED PARENT/GUARDIAN AND THE ABOVE-NAMED MINOR PLAYER KNOWINGLY ASSUME ALL OF THE RISKS, WHETHER STATED HEREIN OR OTHERWISE, WHETHER KNOWN OR UNKNOWN, AND ASSUME FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES, LIABILITIES, LOSSES, COSTS AND/OR EXPENSES INCURRED AS A RESULT OF THE ABOVE-NAMED MINOR PLAYER'S FAILURE TO WEAR A SPECIFIED HELMET.**

**Parent/Guardian's Initials:** \_\_\_\_\_

**PARENT/GUARDIAN'S ACCEPTANCE**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_