

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

USPA Minor Member’s Name:

First _____

Last _____

Parent/Guardian’s Name:

First _____

Last _____

IMPORTANT NOTICE

THIS DOCUMENT HAS SUBSTANTIAL LEGAL CONSEQUENCES SO READ IT VERY CAREFULLY BEFORE YOU SIGN.

1. WAIVER OF USPA OUTDOOR RULE 4.a AND/OR USPA ARENA RULE 3.a(2).

USPA Outdoor Rule 4.a, USPA Arena Rule 3.a(2), 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 Specified Helmet is not currently available in sizes small enough to appropriately fit the heads of certain USPA Members who are thirteen years old or younger. To that end, USPA is willing to provide a variance from Outdoor Rule 4.a and Arena Rule 3.a(2) for the affected USPA Members, so that they may nevertheless participate in USPA Events and Club Events, but only subject to the terms and conditions set forth in this Agreement.

2. PARENT/GUARDIAN’S 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 USPA Member; (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 USPA Member, expressly giving up the above-named minor USPA Member’s legal rights as stated in this Agreement. The below-initialed parent/guardian also hereby expressly represents and warrants (1) that he or she is authorized to act on behalf of the above-named minor USPA Member; (2) that the above-named minor USPA Member cannot wear any commercially available Specified Helmet by virtue of his or her head size; (3) that the below-initialed parent/guardian shall purchase a Specified Helmet for the above-named minor USPA Member no later than the date upon which two brands of the Specified Helmet are commercially available in a size that fits the above-named minor USPA Member; and (4) that the variance from Outdoor Rule 4.a and Arena Rule 3.a(2) for the above-named minor USPA Member will expire and no longer apply on the date that the above-named minor USPA Member takes possession of a Specified Helmet that fits him or her.

Parent/Guardian’s Initials: _____

3. RELEASE OF LIABILITY AND WAIVER OF RIGHT TO BRING LEGAL ACTION.

The below-initialed parent/guardian, individually, on behalf of the above-named minor USPA Member, 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 Section 1 of 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: _____

4. 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 variance from USPA Outdoor Rule 4.a and/or USPA Arena Rule 3.a(2) granted in Section 1 of 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: _____

5. ASSUMPTION OF THE RISK.

The below-initialed parent/guardian expressly acknowledges, agrees, and affirms that the above-named minor USPA Member is voluntarily participating in the USPA Events or Club Events and that he or she has affirmatively requested that the USPA provide a variance from Outdoor Rule 4.a and/or Arena Rule 3.a(2) to allow the above-named minor USPA Member to continue to participate in USPA Events or Club Events. The below-initialed parent/guardian acknowledges that the above-named minor USPA Member'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 USPA Member, 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 USPA Member'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 USPA MEMBER 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 USPA MEMBER'S FAILURE TO WEAR A SPECIFIED HELMET.**

Parent/Guardian's Initials: _____

PARENT/GUARDIAN'S ACCEPTANCE

Print Name: _____

Signature: _____

Date: _____