

HOLD HARMLESS AGREEMENT, RELEASE AND INDEMNITY

I, _____ hold harmless, release and indemnify the Whroo Polo Club (the club), Robin Hood Revived Inc., Sam McCardel, owner of the polo fields ("the fields") and the property at which the field is located, namely "Malabar", Lot 42, Reedy Lake Rd., Whroo & any agents, servants or contractors Sam has engaged or employed in relation to his farm or the club.

Whereas, by signing this document I acknowledge that:

- (a) I wish to participate in polo practises, games and tournaments during the season, being the period from 1st October, 2004 at the property and/or the field, including all activities ancilliary to and/or incidental thereto ("the activity").
- (b) I recognise that polo is a dangerous sport and I understand the risks of personal injury and property damage involved by my participation in the activity.
- (c) I have been invited by my club, the organiser and/or one of the field owners to participate in the activity at the property from 1st October, 2004 and I agree to the terms and conditions contained in this document;

In consideration of each of my club, Whroo, the organiser and the owners, agreeing to permit me to participate in the activity, it is hereby signed that;

1 I will not participate in the activity when I

- (a) am under the influence of alcohol or drugs, legal or illegal and/or
- (b) reasonably suspect that my health and safety, or that of my fellow players, will be put at risk by my participation in the activity.

2 Prior to my participation in the activity, I was advised that I am solely responsible for arranging insurance cover appropriate to my specific needs to protect me against the risks of my participation in the activity and I confirm that independently of any insurances which may or may not be taken out by the organiser;

- (i) *I have adequate insurance cover to meet my needs, and/or*
- (ii) *I have decided to accept the risks and self insure*

3 I warrant, agree and understand that:

- (i) **I participate in the activity solely at my own risk and I hereby hold harmless, release and discharge** my club, the organiser and the owners and each of their respective servants and agents to the extent permitted by law, from any liability for any injury, damage or loss I may sustain as a consequence of my participation in the activity, including such injury, damage or loss caused or contributed to by the negligence of my club, the organiser, or the owner or any of their respective servants or agents.
 - (ii) **I indemnify** my club, the organiser and owners to the extent permitted by law against all liability, for any claim or demand made against any or all of them for any injury damage, or loss arising from my participation, in the activity, including such injury damage or loss caused by or contributed to by my negligence or the negligence of all or any of my club, the organiser, or any of their respective servants or agents, damage/s and loss/es that may be incurred by each and any of them as a result of my participation in the activity.
- (a) **I require the contents of this document to be binding** upon my family, heirs and assigns.

Name of player: _____ **Club (*):** _____

Age: _____ **Address:** _____

Phone: _____ **Email address:** _____

Signed: _____ **Dated:** _____

Player &/or guardian of player under the age of 18 years

Witness name: _____

Witness signature: _____ **Dated:** _____

** Insert name of affiliated club*