



2023 Release of Liability

Name _____

Address _____

City/State/Zip _____

Telephone _____ Email _____

All participants/club members/guests who intend to ride horses or play or practice polo with the Play Polo Club and Play Polo LLC in 2023 must sign the following release of liability in order to use the various facilities of Play Polo Club and Play Polo LLC.

I, the undersigned, being a participant, club member or guest of the Play Polo Club and Play Polo LLC, understand the inherent risks involved in riding, caring for, and playing polo with horses. I agree to assume all responsibility and risk for my activity with the Play Polo Club and Play Polo LLC at any and all times while riding, practicing or playing polo anywhere, on any premises, used by the Play Polo Club and Play Polo LLC including but not limited to, The Mansion at Bryn Du, Granville, Ohio (owned by the village and township of Granville) and 5770 Clark State Road, Gahanna, Ohio (owned by Stanford M. Ackley) and 6351 Harlem Road, Westerville, Ohio (owned by Horace & Tina Henriot).

In exchange for the right to ride, practice, or play polo at certain designated times, I agree to hold the Play Polo Club and Play Polo LLC, Horace & Tina Henriot, the owner(s) of the field(s), as well as, any of their employees, agents or guests, harmless and free from any responsibility for damages or liability resulting in the injury or death of any person or animal, as well as, damage or destruction of any personal property arising from my presence, or from any of my activities on any of the premises used by the Play Polo Club and Play Polo LLC.

I further agree to abide by all the USPA (United States Polo Association), Play Polo Club and Play Polo LLC rules and by-laws.

Under Ohio Law, an Equine Activity Sponsor or Professional shall not be Liable for any Injury to, or the Death of a Participant in Equine Activities resulting from the Inherent Risk of Equine Activities. Code of Ohio HB 564.

Participant, club member or guest signature _____ Date _____

USPA CODE OF CONDUCT

The Association has established the following Code of Conduct for all Member Clubs, Individual Member and Lifetime Members:

- 1) Always respect the Association and the sport of polo.
- 2) Always respect your teammates, opponents, officials and fellow members.
- 3) Always demonstrate good sportsmanship.
- 4) Always consider the welfare of the horses.
- 5) Always respect the Member Clubs and the Club Facilities.
- 6) Always compete without the use of drugs or alcohol.
- 7) Always compete to win.
- 8) Always adhere to and comport yourself in accordance with all USPA Rules, By-laws, Terms and Conditions of the Membership Application, Code of Conduct and Tournament Conditions.
- 9) Always act in a manner that is in the best interest of the Association and the sport.

EXPECTATIONS FOR PLAY POLO CLUB PLAYERS & GUESTS:

- No condescending talk, swearing or profane language on and off the field.
- No arguing with the umpire.

HOW WE WILL HANDLE UNSPORTSMANSHIP CONDUCT:

- Warning (yellow card) + penalty
- Sit down for the chucker
- Next, sit out for the game (red card)

HOW WE WILL HANDLE DANGEROUS/CARELESS RIDING/PLAYING:

- No warning
- Sit down for the chucker or sit out for the game (red card)

All red cards given will be reported to the United States Polo Association.

REMEMBER THAT POLO IS AN AMAZING SPORT.

EVERYONE CAN CONTRIBUTE TO A HEALTHY, POSITIVE AND FUN ATMOSPHERE!

IF THERE ARE ISSUES PLEASE TAKE IT PRIVATELY TO HORACE.

Participant, club member or guest signature _____

Date _____

2023 WAIVER OF LIABILITY AND RELEASE FOR PLAY POLO LLC/ PLAY POLO CLUB (A USPA MEMBER CLUB)

I, the undersigned releasor ("Releasor"), hereby knowingly and intentionally enter into this Waiver of Liability and Release ("Release ") in which I unreservedly and irrevocably waive certain rights and potential rights as detailed herein.

Health; Medical and Physical Condition. I represent and warrant that I am in appropriate and sufficient good health and medical and physical condition to participate in the polo matches and practices during 2023 (the "Activities") in my capacity as a player, official, coach, groom, staff member or spectator, as the case may be, and that I have no medical problems or issues which would endanger me or others due to such participation.

COVID-19 and Other Communicable Diseases. I acknowledge that participating in the Activities will invariably place me in close proximity with other individuals and in contact with surfaces or areas that may have been handled, touched, or otherwise contacted by other individuals. Due to the nature of the Activities, as well as the participation of the other players, officials, coaches, grooms, staff members and spectators (collectively, the "Participants") acknowledge that recommended social distancing may not be followed at all times during the Activities and that surfaces and other areas or items with which I may come in contact may not be free of viruses, pathogens or other contaminants. I acknowledge that cases of the disease known as COVID-19, caused by contraction of the novel coronavirus, have been confirmed throughout the United States and that the virus is highly contagious. By electing to participate in the Activities, I acknowledge and fully assume all risk that I may be exposed to and contract COVID-19 or any other communicable disease or illness, including as a result of actions or inactions by the USPA Member Club (the "Club"), Club employees or agents, other Participants or third parties.

Representations, Warranties and Covenants. I represent and warrant to the Club that during the past 14 days, I have not (i) experienced any symptoms of COVID-19, including without limitation, fever, cough, or shortness of breath, (ii) been in contact with anyone with a suspected or diagnosed case of COVID-19, (iii) visited an area subject to a CDC Level 3 Travel Health Notice, (iv) been exposed to any person who visited an area subject to a CDC Level 3 Travel Health Notice in the 14 days preceding the exposure, (v) been informed or otherwise been given reason to believe that I have or may have contracted COVID-19, nor (vi) been informed or otherwise been given reason to believe that I have or may have been exposed to the novel coronavirus. I hereby covenant and agree that if at any time the representations and warranties in this Release cease to be true, I will voluntarily refuse to (1) participate in any Activities, or (2) visit the Club.

Informed Consent. By electing to participate in the Activities at any time during 2023, I, individually and on behalf of my heirs, successors, representatives, assigns, and any other person acting on my behalf (collectively, the "Releasors") expressly agree to assume and accept all risk arising from or relating to the Activities, including without limitation, any injury (including,

but not limited to, bodily injury, contraction of COVID-19 or any other infectious disease, incapacity or death), irrespective of the cause thereof, including as a result of actions or inactions by other Participants or the Club.

WAIVER AND RELEASE OF LIABILITY; INDEMNIFICATION. IN CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE IN THE ACTIVITIES, I, ON BEHALF OF MYSELF AND THE OTHER RELEASORS, HEREBY KNOWINGLY, VOLUNTARILY, UNCONDITIONALLY AND FOREVER RELEASE, HOLD HARMLESS AND INDEMNIFY THE CLUB, THE UNITED STATES POLO ASSOCIATION ("USPA") AND THEIR RESPECTIVE AFFILIATES, MEMBERS, PARTNERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, ATTORNEYS, SUCCESSORS, PREDECESSORS, PARENTS, SUBSIDIARIES, AGENTS, REPRESENTATIVES AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES"), FROM ANY AND ALL SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LIABILITIES, LOSSES, DEBTS, CONTRACTS, SUMS OF MONEY, COVENANTS, CONTROVERSIES, AGREEMENTS, PROMISES, ERRORS, OBLIGATIONS, FEES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) WHATSOEVER, WHETHER KNOWN OR UNKNOWN, OF WHATEVER TYPE OR NATURE, WHETHER AT LAW OR IN EQUITY, THAT I OR THE OTHER RELEASORS AT ANY TIME HAVE, HAVE HAD, OR HEREAFTER MAY HAVE AGAINST THE RELEASED PARTIES ARISING OUT OF OR IN ANY WAY CONNECTED (DIRECTLY OR INDIRECTLY) TO THE ACTIVITIES.

I hereby agree that if I am a parent/legal guardian signing on behalf of my minor child, that I am agreeing to all of the provisions stated herein (including, without limitation, the release, waiver, indemnity and assumption of risk provisions) on my own behalf, AND ON BEHALF OF MY MINOR CHILD.

I HAVE CAREFULLY READ THIS RELEASE, HAVE HAD AN OPPORTUNITY TO ASK QUESTIONS REGARDING ITS CONTENTS, AND FULLY UNDERSTAND ITS CONTENTS. I FULLY UNDERSTAND THAT I AND/OR A MINOR FOR WHOM I AM SERVING AS PARENT/LEGAL GUARDIAN, ARE HEREBY WAIVING AND RELEASING ALL RIGHTS OF RECOVERY OF DAMAGES AGAINST THE RELEASED PARTIES AND ARE ASSUMING ALL RISKS RELATED TO THE ACTIVITIES, AND I SIGN IT OF MY OWN FREE WILL.

Signature _____ Printed Name: _____

Date: _____

If you are a parent/legal guardian, please identify the name and age of the minor on whose behalf you are executing this Waiver of Liability and Release:

Name of Minor: _____