

Congressional Polo Club

PARTICIPANT AGREEMENT

Waiver of Liability, Assumption of Risk, Indemnification and Covenant Not To Sue Agreement

Waiver of Liability: For the privilege of riding, handling, working, and/or being around equines today and on all future dates, I, on behalf of myself, my family members, my heirs, personal representatives, or assigns, do hereby agree to release, waive, and discharge Congressional Polo, LLC d/b/a Congressional Polo Club and MDRPolo, LLC (property owner) (hereinafter collectively referred to as "CPC"), and their respective directors, members, managers, employees, volunteers, and agents from any liability or responsibility for accident, damage, injury, or illness to myself or any horse owned by me or any horse not owned by CPC but used by me, or to any family member or spectator accompanying me while on the premises of CPC resulting from the inherent risks of equine activities or from the ordinary negligence (active or passive) of CPC.

AND that except in the event of CPC's wanton and willful and/or reckless conduct and/or gross negligence, I agree not to bring any claims, demands, actions and causes of action, and/or litigation, against CPC for any economic and/or non-economic losses due to bodily injury, death, and/or property damage sustained by me in relation to the premises and operations of CPC, including while riding, handling, or otherwise being near horses owned by or in the care, custody and control of CPC.

Assumption of Inherent Risks: I understand and assume the inherent risks involved in equine activities, which risks include, but are not limited to, bodily injury, physical harm and even death to horses, riders, and spectators from using, riding or being in close proximity to horses which may occur in normal use. I acknowledge that the behavior of any animal is contingent to some extent upon the ability of the handler or rider. Further, I understand that "inherent risks of equine activities" shall mean those dangers or conditions which are an integral part of equine activities, including, but not limited to:

- the propensity of any equine to behave in ways that may result in injury, harm, or death to persons on or around them and/or damage to property in their vicinity;
- the unpredictability of an equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals;
- certain hazards such as surface and subsurface objects;
- collisions with other equines, animals, people and objects (fixed or otherwise);
- limited availability of emergency medical care; and
- the potential of a participant or spectator to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or to act within his/her ability.

Acknowledgements, Assertions, and Personal Agreements: I warrant that a full and fair disclosure of my equestrian handling and riding abilities have been made to CPC as it relates to my purpose and presence on the premises. Further:

Health Status – I assert that I:

- Have fully disclosed to CPC any chronic conditions that could impair my ability to participate as a rider, handler, or spectator and have provided a doctor's release permitting my participation (if applicable).
- Do not have any undisclosed chronic physical or mental conditions that would contra-indicate participation in equine activities.
- Possess sufficient physical fitness and skill to enable safe participation with, on, and around equines.

Emergency Care – I authorize or agree that CPC:

- May administer emergency first aid, cardiopulmonary resuscitation, and use an AED if deemed necessary by CPC.
- May secure emergency medical care or transportation (i.e., EMS) if deemed necessary by CPC.
- May share my medical history with any emergency medical personnel.
- And I shall assume all costs of emergency medical care and transportation provided on my behalf.

Rules & Safety Equipment – I agree:

- To abide by the rules and regulations established by CPC now and in the future.
- To wear an SEI/ASTM approved riding helmet at all times while mounted on the horse, and, if required, a safety vest.
- To wear appropriate attire and footwear (closed toe) at all times while on the premises of CPC.
- To wear and utilize any additional safety equipment for my particular equine activity.
- To inform CPC immediately if I become aware of a rider's conduct or any equipment condition that presents a danger to my own person, to others, or to the horses.
- That CPC will conduct all activities in good faith and may find it necessary to terminate my participation if it is determined that I am incapable of safely meeting the rigors of the activity. I accept CPC's right to take such actions for the safety of myself, other riders, and/or the horses.

Indemnification: I also agree to hold harmless, defend, and indemnify CPC (including, but not limited to, costs associated with defending a suit, judgment, courts costs, investigation costs, and reasonable attorney fees) from any and all claims of mine, my family members, or others arising from my injury or loss due to my participation as a rider, handler, or spectator. I further agree to

hold harmless, defend, and indemnify CPC against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation and presence on the premises as a rider, handler, boarder, or spectator.

Covenant not to Sue; Mediation; Venue; and Severability Clauses: I covenant not to sue CPC for any present or future claim arising directly or indirectly from my participation at the CPC. This includes claims resulting from the inherent risks of equine activities and the active or passive ordinary negligence of CPC.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Maryland. Any action brought under this Agreement shall be brought within one (1) year of the incident or dispute giving rise to said claim. I further agree that *prior to litigation*, such incident or dispute shall first be mediated by a trained Mediator knowledgeable in equines and equine activities from a list acceptable to CPC. Costs of mediation shall be shared equally by the parties. In the event of litigation, the parties agree to waive a trial by jury and the prevailing party shall be entitled to costs and fees associated with the litigation, including reasonable attorney fees and reimbursement of mediation fees. Mediation and litigation shall be conducted in Montgomery County, Maryland; in a court of competent jurisdiction if litigation is initiated.

I also expressly agree that this Participant Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Maryland and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

Acknowledgement of Understanding:

I understand this is a legal document and that I am signing this agreement freely and voluntarily. I understand I have the choice *not to participate* as a boarder, guest, or spectator at CPC, or as a rider, handler, or spectator in polo matches, lesson programs, training, or special events provided by or at the facilities of CPC, and, therefore, not sign this Agreement. I understand there is no public policy in Maryland prohibiting the use of this waiver and I may sign on behalf of my minor child or ward.

I have read this 2-page Participation Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue CPC, its clinicians/trainers/instructors, directors, members, managers, employees, volunteers, and agents for injuries or death resulting from the inherent risks of equine activities or the active or passive ordinary negligence of CPC. I further acknowledge that I intend my signature to be a complete and unconditional release of all liability, including that due to ordinary negligence by CPC, to the greatest extent allowed by the laws of Maryland.

Date

Signature (must be at least 18yrs of age to sign) *

If participant is a minor, print name here

Printed Name of Signatory

Date of Birth of Minor Participant

Address

Name of Emergency Contact Person

City, State, Zip Code

Telephone of Emergency Contact Person

Telephone

*** If participant is a minor (less than 18 years of age), the parental or guardian signature indicates full understanding of the above terms and, as may be permitted by law, is waiving both the rights of the minor participant and the rights of the parent/guardian pursuant to this Agreement.**

FOR CPC'S USE:

Boarder Polo School Participant Polo Club Member Polo Match Participant

Spectator / Auditor General Participant: _____ Name of Clinic, Seminar, Event, or Program