

PARTICIPANT'S RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

This is an agreement between the Undersigned (or minor in my charge) and Prestonwood Polo & Country Club including any of its related entities, owners, shareholders, officers, agents, employees, contractors, affiliates, licensees, franchisees and any other polo clubs it associates with and including Vaughn Miller personally (collectively referred to as the "Club").

I, _____ (hereinafter the "Undersigned") with on behalf of myself, my personal representatives, heirs, next-of-kin, spouse and assigns HEREBY:

1. Acknowledge that horseback riding is a dangerous activity and involves RISKS that may cause SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.

2. Knowing these facts and in consideration of your acceptance of this form, I voluntarily assume the risk and danger of injury or death inherent in horseback riding activities. I hereby **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the Club, doing business under its own name or any other name and/or any of its owners, officers, employees, agents, sponsors and sanctioning organizations (hereinafter the "Club"), for any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.

3. Release the Club from any claim that such Club are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or supervising riding activities.

4. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** the Club and its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with any event, my use of a horse and any equipment or gear provided therewith or any acts or omissions of employees or agents.

5. Agree to abide by and follow any instructions given or rules established by the Club or any of its employees, agents or volunteers with regard to my participation in any event, use of a horse or any equipment or gear provided therewith.

6. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Texas and is intended to be as broad and inclusive as is permitted by Texas law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

7. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Club or its owners, agents, employees, judges or managers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Club in defending such an action.

8. I hereby release the Club to use any photographs and/or other media that may be taken of me Club website and/or other promotional materials.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND IT IS A RELEASE AND INDEMNITY FOR ALL CLAIMS.

SIGNATURE _____ DATE _____

Print Name & Address: _____

Cell Phone & Email Address: _____

PARENT / GUARDIAN WAIVER - FOR MINOR

If the person who is to enter into this agreement (referred to as the "Undersigned" above) is under eighteen (18) years of age, his/her parent or guardian must read and sign the following:

I, _____, acting as parent, natural guardian or legal guardian of _____ (hereinafter "the "minor") hereby affirms that he/she had read the Agreement, understands the Agreement and understands that the Agreement is a release of all claims for injury, death and property damage, and understands and consents to the terms on behalf of him/herself and on behalf of the minor, and agrees to indemnify and save and hold harmless the Club from any loss, liability, damage, or cost they may incur because of any defect in or lack of capacity to act on behalf of minor in executing this Agreement.

Parent/Guardian:

By: _____ Date: _____