

2020 NYTS



PRESTONWOOD POLO CLUB

MAY 31, 2020

TO SIGN UP CONTACT:

Vaughn Miller | coach@prestonwoodpolo.com

DOB after: 1/1/2001



FOR MORE INFORMATION ON NYTS QUALIFIERS
VISIT: uspolo.org | CONTACT: NYTS@uspolo.org



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CODE OF CONDUCT

Each member agrees to the terms and conditions of the attached Waiver and Release document. Furthermore In support of the Mission Statement of Prestonwood Polo & Country Club (the "Club"), an Operating Creed and Code of Conduct has been developed to ensure a safe, friendly and respectful environment for our Members, visitors and staff while reaffirming the Club's operating philosophy. While not exhaustive, the statements below reflect the manner in which the Board of Directors envisions the Club being operated:

The Club's primary goal is to provide a family-oriented social and recreational club environment centered around the sport of Polo and other related equestrian activity. The Club should be made distinctive by the congeniality, compatibility and diversity of its membership.

Members should actively participate in Club activities, be willing to contribute and serve the Club when asked and support our dining and recreational facilities. Participation by our young people in Club activities will be encouraged.

Personal guests and family members are always welcome at Prestonwood with the sponsoring Member responsible for their group's behavior while visiting Club facilities.

Members will be cognizant that they are representatives of Prestonwood Polo & Country Club when they are away from the Club.

Our staff will plan, manage and control the day-to-day operations of the Club under the guidance of the Board of Directors and the General Manager. They will be empowered and supported to enforce our Operating Creed and Club Code of Conduct.

The Club's community reputation objective is to be a Club in which membership is highly valued by virtue of its affable, compatible active Members and excellent facilities.

All stakeholders are expected to conduct themselves in a manner that creates an environment and culture that is reflective of the personal integrity and decorum consistent with a family polo and country club.

The following Code of Conduct calls for Members, visitors and staff to conduct themselves in a manner that:

Acknowledges the Club as a family friendly facility where business is also often conducted and refrains from using obscenities and loud, boisterous behavior inappropriate for children, family members, staff or business associates.

Demonstrates the utmost respect and dignity to fellow Members, staff and visitors. Understands that members and visitors will not reprimand Club employees.

Recognizes that Members and visitors do not have the authority to instruct staff in job performance and duties and is aware that the Club's General Manager is responsible for instructing the staff in the performance of their duties.

In attention, neglect, poor service or other improper conduct on the part of any Club employee should be reported to the General Manager or appropriate Committee Chair.

Understands that the membership, through the General Manager or Board members, may make suggestions and recommendation regarding the operation of the Club.

Acknowledges that we are all representatives of the Club when out in the community, at other Clubs or while enjoying our facilities.

Accepts responsibility for supervision of their children while on Club property. Children are expected to behave in an orderly, well-behaved manner and to not disrupt other Member's while at the Club.

Smoking is prohibited anywhere in the Pavilion Clubhouse or barns. Smoking is permitted outside these areas but please be respectful and properly dispose of cigarette butts in the trash cans and not on the grounds.

Acts in a responsible manner when consuming alcoholic beverages and understands that the General Manager or other authorized person may refuse to provide service to a Member, family or guest if judged to be intoxicated.

Use of any illegal drug substances on Club facilities is strictly prohibited and is subject to Texas law.

Any Member not adhering to these rules or who conducts themselves in an unbecoming manner shall be requested by the Staff or Manager on duty to leave Club property immediately. Members committing repeat offences will have their membership terminated WITHOUT REFUND.

Most rules infractions will be brought to the attention of the offending Member, spouse, dependent or guest by the professional staff in as courteous manner as possible. The Board of Directors shall be the sole judge of all discipline matters. Before any member may be disciplined, a signed written complaint must be delivered to the General Manager and President. Complaints will be resolved within 30 days of the complaint or at its next regularly scheduled Board meeting.

PARTICIPANT'S RELEASE AND WAIVER OF LIABILITY,



Member: United States Polo Association

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 Club LLC 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.
9. I agree to abide by the Club's Code of Conduct printed on the back of this waiver and changed from time-to-time as published on the Club's website.

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: _____ Date: _____

WAIVER OF LIABILITY AND RELEASE

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 2020 (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 2020, 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: _____

Age: _____

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: _____

Age of Minor: _____

COVID-19 POLO PARTICIPANT HEALTH QUESTIONNAIRE

1. During the past 14 days, have you experienced symptoms of COVID-19, including fever, cough, or shortness of breath?
 - ☐ YES
 - ☐ NO
2. During the past 14 days, have you been in close contact with anyone with a suspected or diagnosed case of COVID-19?
 - ☐ YES
 - ☐ NO
3. During the past 14 days, have you visited an area subject to a CDC Level 3 Travel Health Notice?
 - ☐ YES
 - ☐ NO
4. Have you 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?
 - ☐ YES
 - ☐ NO
5. Have you received a COVID-19 Test within the last 60 days?
 - ☐ YES
 - ☐ NO
 - If yes, when were you tested? _____
 - If yes, what were the results? _____
6. If you have received a positive COVID-19 test in the past 60 days, have you subsequently had your fever subside without use of fever-reducing medications?
 - ☐ YES
 - ☐ NO
7. If you have received a positive COVID-19 test in the past 60 days, have you subsequently had an improvement in your respiratory symptoms, such as cough and shortness of breath?
 - ☐ YES
 - ☐ NO
8. If you have received a positive COVID-19 test in the past 60 days, have you subsequently received two consecutive negative tests for COVID-19 RNA from respiratory specimens collected at least 24 hours apart?
 - ☐ YES
 - ☐ NO

I acknowledge that I may be required to, and will agree to, complete this Questionnaire every day or at such other frequency as shall be determined by the applicable Club. **I hereby certify by signing below that the above answers are true and correct to the best of my knowledge. I hereby covenant and agree that if on the date of completing this Questionnaire or at any time thereafter, (a) the answer to one or more of Questions 1-4 is "Yes", or (b) I've tested positive for COVID-19 in the past 60 days and the answer to one or more of Questions 6-8 is "NO", I will (x) immediately notify the Club regarding this, (y) voluntarily refuse to participate in any Activities so long as this is the case, and (z) not visit the Club's premises so long as this is the case.**

Signature _____

Printed Name: _____

Date: _____

Age: _____

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: _____

Age of Minor: _____