

**BROAD ACRES POLO CLUB, L.L.C.  
PARTICIPANT RELEASE AND INDEMNIFICATION**

*THIS AGREEMENT is made this \_\_\_\_ day of , 20\_\_ by \_\_\_\_\_ , an adult (the "Participant"), to release and indemnify BROAD ACRES POLO CLUB, L.L.C., and Bob Moore Farms, LLC, their parent and subsidiary companies, and all their respective officers, directors, advisories, shareholders, trustees, agents, contractors, representative, servants, employees, heirs successors and assigns (collectively the "Proprietors"), as set forth below:*

**WITNESSETH**

*WHEREAS, Participant on his or her own behalf and on behalf of the other Members of his or her family, including Participant's spouse, parents, children, heirs and assigns (referred to hereinafter collectively and singularly as "Participant"), hereby grants to Proprietors this full release and indemnification as consideration for the right (i) to participant in whatever capacity applicable, including, but not limited to, as player, trainer, instructor, spectator, referee, umpire, students, owner or attendant, in any and all of the various activities offered at the Broad Acres Polo Club, L.L.C. (the "Club"), including, but not limited to, showing animals, giving/taking lessons, riding, jumping and participating in any polo match/practice or related activity at the Club and any transportation, boarding, maintaining and handling of said animals by the Club to and from the Club or permitting third parties to use said animals for consideration or gratuitously (the "Equestrian Activities"); and (ii) to use any and all Club grounds and facilities, including, but not limited to, stables, practice fields, veterinary and medical facilities, and playing fields; and, (Hi)to gain access to all areas open to Participants at the Club (the "Facilities") offered now or in the future for the benefit of the Equestrian Activities, Participant, Participant's vehicles, tack equipment and supplies, and animal(s) owned or used by Participants; and,*

*WHEREAS, the Proprietors are willing to grant permission to Participant to be involved in the foregoing Equestrian Activities on the Facilities if Participant is willing to indemnify and release the Proprietors from any and all losses, claims, causes and suits, directly or indirectly, arising therefrom.*

*NOW, THEREFORE, in consideration of these premises, Participant agrees as follows:*

*1. Release Participant HEREBY DOES VOLUNTARILY RELEASE, DISCHARGE, WAIVE, RELINQUISH AND COVENANT NOT TO SUE with respect to any and all actions or causes of action for bodily injury, property damage or death occurring to Participant or any animal or Personal Property owned, possessed, controlled or used by Participant, arising either directly or indirectly out of participating in any of the Equestrian Activities or utilizing or benefiting from the use of any of the Club Facilities, wherever or however the same may occur and for whatever period said activities or use may continue. Participant HEREBY RELEASES, WAIVES, DISCHARGES, RELINGUISHED AND COVENANTS NOT TO SUE with respect to any of the aforesaid actions for causes of action which may hereafter arise for the benefit, directly or indirectly, of Participant and agree that under no circumstances will Participant prosecute or present any claim for bodily injury, property damage or death against the Proprietors arising from any claim of any kind or nature in connection with Participant's participation in any of the Equestrian Activities or use of Facilities, whether same shall arise in whole or in part from the negligence of the Proprietors or any third party and whether such negligence is the sole or concurring cause of the bodily injury, property damage or death.*

2. Indemnity Participant further does HEREBY INDEMNIFY AND HOLD HARMLESS the Proprietors from any and all claims, actions, demands, costs, liabilities, expenses or judgments whatsoever, including attorneys' fees and costs, which might arise by whomever, by, through and under Participant, or whenever made or presented for any loss or damage directly or indirectly, related to Participant's participation in any of the Equestrian Activities or Participant's use of any of the Facilities. It is the intention of the parties hereto that the Participant will indemnify and protect Proprietors from the consequences of Proprietor's or any party's negligence (including others who may be participating in the Equestrian Activities in question), who may have a claim or cause of action against Proprietor that arose by, through or under

Participant, whether same arises, in whole or in part, from the negligence of the Proprietors or any other party and whether such negligence is the sole or concurring cause of the bodily injury, property damage or death.

3. Defense against Claims Participant agrees to defend Proprietors against any claims brought or actions filed against Proprietors with respect to the subject of the Indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or filed with respect to the subject of indemnity herein, Participant agrees that Proprietors can employ attorneys of their own selection to appear and defend a claim or action on behalf of Proprietors at expense of Participant. Proprietors, at their option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against Proprietors. Participant shall upon demand pay to Proprietors all sums due to any parties by Proprietors as a result of any indemnified claim and all sums due to counsel so selected whether for invoices for services and expenses due or for retainer sums requested by such counsel in advance of services.

4. Representations Participant hereby agrees to abide by and comply with all United States Polo Association (the "USPA") rules and regulations, which shall govern all polo play, engaged in by Participant. Participant hereby voluntarily executes this Agreement to induce the Proprietors to permit his participation in the various Equestrian Activities offered at the Club and Participant's use of the various Facilities of the Club. PARTICIPANT FURTHER ACKNOWLEDGES THAT SUCH PARTICIPATION AND USE IS AT PARTICIPANT'S OWN RISK AND WITHOUT ANY REPRESENTATIONS OF ANY KIND OR CHARACTER HAVING BEEN MADE WOT PARTICIPANT BY THE PROPRIETORS.

5. Medical Participant fully recognizes the risks of injury to person and Personal Property (as hereinafter defined) inherent in participation in any physical activity and hereby represents to the Proprietors that Participant has either consulted Participant's personal physician who has consented to Participant's participation in the Equestrian Activities or had elected to forego a physical examination, but declares that Participant is physically capable of participating in the Club's Equestrian Activities. Participant hereby gives consent to emergency medical or veterinary care, as the case may be, inclusive of necessary transportation in order to obtain such treatment in the event of injury to Participant or Participant's animals as the Proprietors or anyone acting at the Facilities may deem appropriate. The release and indemnification set forth above extends to any and all liability arising out of or in any way connected with such provision of medical, veterinary treatment or transportation provided in the event of some emergency. PARTICIPANT HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF PERSONAL INJURY, PROPERTY DAMAGE OR DEATH DUE TO THENEGLIGENCE\_OF ANY PARTY HEREIN Released.

6. *Participant's Personal Property.* Participant understands that all equipment, clothes, personal effects, jewelry, saddles, tack, supplies, animals, trailers and any other personal property owned, controlled or used by Participant (the "Personal Property") and brought to the Club and used, stored or otherwise located in or around the Equestrian Facilities shall remain the sole responsibility of Participant to properly secure from theft, damage or injury to other persons. Participant should insure all Personal Property, as the Club does not have any responsibility or obligation to insure its safety or injury to any other person. ALL PERSONAL PROPERTY LEFT AT ANY OF THE CLUB'S EQUESTRIAN FACILITIES IS LEFT AT THE SOLE RISK OF PARTICIPANT AS TO ITS THEFT, DAMAGE OR INJURY TO ANY OTHER THIRD PARTY, AND ALL LOSS, DAMAGE OR INJURY RESULTING FROM PARTICIPANT'S PERSONAL PROPERTY SHALL BE AT THE SOLE EXPENSE OF PARTICIPANT. Participant further understands that the releases and indemnity provisions of this Agreement include and relate to any and all damages, claims, causes of action, expenses or the like arising from the theft, or damage or injury caused by or occurring to the Personal Property and hereby understands that the foregoing provisions of this Agreement apply equally to the Personal Property.

7. *Entire Agreement.* This Agreement contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements or understanding, oral or written, between or among the parties hereto relating to the subject matter of this Agreement, which are not fully expressed herein.

8. *Miscellaneous.* This Agreement shall be governed and construed under the laws of the State of Oklahoma. Any references to gender, singular or plural context shall be interpreted to be the same. All provisions of this Agreement shall survive the execution and delivery of this Agreement and shall continue in full force and effect.

THE UNDERSIGNED HAS READ AND COLUNTARILY SIGNS THE RELEASE AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made. THE UNDERSIGNED UNDERSTANDS THAT THIS IS A RELEASE OF ALL PARTICIPANTS CLAIMS AND ALL CLAIMS THAT MAY BE RAISED BY, THROUGH OR UNDER PARTICIPANT BY OTHERS. THE UNDERSIGNED UNDERSTANDS THAT HE ASSUMES ALL RISK INHERENT IN EQUESTRIAN ACTIVITIES, INCLUDING ENGAGING IN ANY POLO ACTIVITY.

PARTICIPANT: (an Adult over 18 years of age)

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Team: Oklahoma Polo & Equestrian Club

# Website Information

Your Name (how you would like is displayed on the website):

Please describe your skill as a horseman (i.e. 4 years English, 2 years Western, 3 years polo):

What classification are you?

- a. Freshman
- b. Sophomore
- c. Junior
- d. Senior

Favorite Horse:

Major:

Minor:

Hometown:

Age:

The most interesting thing about yourself: