



RIVERLANDS POLO DISCLAIMER AGREEMENT

Date: _____

Between:

RIVERLANDS POLO CLUB PTY. LTD. ABN 34 610 248 685 of 11 Powells Lane, Richmond Lowlands NSW 2753 ("**Riverlands**")

And

Full name:	
Address:	
Mobile no:	
Email:	

("Player")

BACKGROUND

- A. The Player desires to participate in Riverlands organised horse riding and Polo related activities, lessons, practices, games and/or tournaments from time to time.
- B. The Player is aware that horse riding and Polo involves major risk of physical or psychological injury and wishes to participate in such activities practices accepting all such risks.
- C. Riverlands will permit the Player to participate in its horse riding and Polo activities only if the Player has accepted the risks associated with those activities and on the basis set out in this agreement.

AGREEMENT

1. Player participation

Riverlands permits the Player to participate in Riverlands organised horse riding and Polo related activities, lessons, practices, games and/or tournaments ("**Polo Activities**") from time to time on the terms of this agreement.

2. Player accepts risks

The Player acknowledges and accepts that Polo Activities have many risks associated with them, especially the risk of personal or psychological injury to the Player and/or any horse

ridden by the Player (including if the horse is not owned by Riverlands but by the Player or another person).

Without limiting the previous paragraph, the Player confirms he/she acknowledges, understands and accepts all risks of participating in Polo Activities, including:

- (a) that Polo Activities are dangerous and have many inherent and obvious risks;
- (b) that horses are unpredictable in nature and that when frightened, their instincts are to jump forward or sideways, run away from danger, kick, rear up, buck or bite;
- (c) the risk of physical or psychological injury caused by horses, including collisions between horses and horses falling;
- (d) the risk of physical or psychological injury caused by player to player contact, including collisions between players;
- (e) physical or psychological injury injuries caused by the use of mallets associated with any Polo Activity, including the risk of being struck by a mallet of the Player or another player in the course of any Polo Activity;
- (f) the risk of physical or psychological injury caused by the balls used in any Polo Activity;
- (g) the risk associated with the playing of any Polo activity at speed on uneven Polo grounds and on grounds with divots;
- (h) the increased risks associated with weather conditions and changing weather conditions during any Polo Activity;
- (i) the risk of personal injury, whether minor or serious physical injury, including sustaining cuts, bruises, abrasions, sprains, fractures, broken bones, muscle, tissue and ligament tears or injuries, head or spinal injuries or death; and
- (j) the risk of physical or psychological injury to the Player's horses and damage to the property of the Player or by the Player to the horses and the property of other players, spectators or members of the public caused by unrestrained horses or mallets or balls or otherwise.

3. Player undertakings

The Player undertakes that he/she will:

- (a) not participate in any Polo Activity when:
 - (i) the Player is under the influence of alcohol or any drugs, prescribed, banned or otherwise, which may impair vision, physical strength, agility or reactions or the general competencies of the Player; and/or
 - (ii) the Player reasonably suspects that any medical or health issue or condition of the Player could be a risk to that Player or any other person or other players involved in the Polo Activity;
- (b) inform Riverlands promptly on her/she becoming aware of any medical or health issue or condition of the Player that could be a risk to that Player or any other person or other players involved in any Polo Activity
- (c) on reasonable request by Riverlands, it will obtain a medical examination and clearance before participating in a Polo Activity;
- (d) observe and comply with all Riverlands policies and procedures in place from time to time;
- (e) observe and comply with any instruction given by any Riverlands authorised person involved in any Polo Activity in which the Player is participating, including if the instruction is to stop the Polo Activity immediately;

- (f) not participate or seek to participate in any Polo Activity that Riverlands has communicated to the Player must not participate in (for whatever reason), including if that instruction is for an ongoing period of time (including indefinitely); and
- (g) whilst Riverlands persons may also inspect the riding equipment, he/she will inform Riverlands immediately of any problem with the riding equipment the Player notices.
- (h) acknowledges that all Polo Activity organised by Riverlands Polo is not sanctioned by The NSW Polo Association, The Victorian Polo Association or The Australian Polo Federation and that all Polo Activities that Players participate in are covered by Riverlands Polo's Insurance.
- (i) acknowledges that Players participating in Polo Activities are not affiliated with The NSW Polo Association, Victorian Polo Association or The Australian Polo Federation.

4. Indemnity

To the extent permitted by law and unless such loss, damage, physical or psychological injury or death arises from the negligent act or omission of any of Riverlands, its employees, agents and authorised representatives (together, "**Indemnified Persons**"), the Player must indemnify and keep indemnified each Indemnified Person against any liability, loss, damage and expense of any nature suffered or incurred by the Indemnified Person or arising from any claim, suit, action or proceeding by any person against the Indemnified Person arising in connection with the Player participating in any Polo Activity or by any act or omission of the Player in participating in any Polo Activity.

5. Release

The Player participates in any Polo Activity at his/her own risk. Except to the extent to which such liability is caused by the negligence of Riverlands or its employees agents and contractors and to the extent permitted by law, the Player releases and undertakes not to sue each Indemnified Person from and against all liability, damage, loss and expense of any nature arising out of any Polo Activity participated in by him/her arising from any injury, damage or loss that sustained by the Player from the participation in the Polo Activity or by any act or omission of any other person in connection with the Polo Activity.

6. General

- (a) The indemnities in this agreement are continuing obligations, independent from the other obligations of the parties under this agreement and continue after this agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this agreement.
- (b) Unless the contrary intention appears, a reference in this agreement to:
 - (i) a document (including this agreement) includes any variation or replacement of it;
 - (ii) the singular includes the plural and vice versa;
 - (iii) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency;
 - (iv) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
 - (v) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
 - (vi) an agreement, representation or warranty by two or more persons binds them individually only;

- (vii) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (viii) the words "include", "including", "for example" or "such as", when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (c) A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this agreement expressly states otherwise
- (d) Except as otherwise set out in this agreement, any partial exercise, failure to exercise, or delay in exercising, a right or remedy provided under this agreement or by law does not operate as a waiver or prevent or restrict any further or other exercise of that or any other right or remedy in accordance with this agreement.
- (e) This agreement may consist of a number of copies, each signed by one or more parties to the agreement. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed is the date of the agreement.
- (f) The Player authorises Riverlands to collect, store and use information regarding the Player consistent with its privacy policy and the Australian Privacy Principles Guidelines.
- (g) This agreement constitutes the entire agreement of the parties about its subject matter. It supersedes all previous agreements, understandings and negotiations on that subject matter.
- (h) This agreement is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of that place.

EXECUTED AS AN AGREEMENT

**Signed by the Player (or if under 18, the Player’s legal guardian).
BY SIGNING I CONFIRM HAVING READ AND UNDERSTOOD THIS AGREEMENT**

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Signature of Player/Guardian

.....

Print Name