



## RELEASE AND CONSENT WAIVER

I, the undersigned (hereinafter referred to as "Participant"), for and in consideration, including the permission to be on the grounds of 302 Polo LLC Facilities identified as, but not limited to Isinya Farm, Brigadoon - Loughrea Plantation, Meadow Hill Farm, New Bridge Polo & Country Club, New Haven Farm, OC Farms, Quartermore Farm, LLC, Winfield Farm-Aiken Properties, LLC (hereinafter collectively referred to as "FARMS"), and being permitted to participate in any and all polo or equestrian related activities while on the FARMS, being permitted to be a spectator, polo player, polo trainer, polo owner, polo attendant, polo referee, umpire, judge, or any other equestrian or equestrian related activities including showing horses, taking lessons, jumping, walking or riding, (all of the foregoing by way of example and not by way of limitation), the receipt and sufficiency whereof is all hereby acknowledged, do hereby agree and consent to the following:

**Release and Waiver from Liability:** In consideration of being permitted to enter FARMS, and in further consideration of being permitted to participate in any capacity in activities while at FARMS, as set forth above, I, by execution of this General Release and Waiver of Liability, do hereby release Isinya Farm (Owen & Georgina Rinehart), Brigadoon - Loughrea Plantation (Edgar & Christine Cato), Meadow Hill Farm (Tom & Barb Uskup), New Bridge Polo & Country Club (Russ McCall & Matias Magrini), New Haven Farm (Adam & Shelly Snow), OC Farms (Omar Cepeda), Quartermore Farm LLC (Peter Michaels), Winfield Farm-Aiken Properties LLC (Rick & Anne Hartnett), 302 Polo LLC, and all related and affiliated corporations (hereinafter inclusively referred to as "Owners/Lessees"), and hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** Owners/Lessees for any and all damage, and any claims, including any claim of personal injury, death, or injury to or loss of personal property, whether arising from control or supervision of spectators, providing or failing to provide ambulance service, medical care, nursing care, paramedic care, basic life support care, emergency trauma care, advanced life support care, first aid, emergency communication, emergency transportation, or design, maintenance or repair of any facility or anything or any other act caused by Owners/Lessees or otherwise while I am in or upon the premises of FARMS. All personal property kept, placed or left on or about the premises shall be at my sole risk as to loss, theft, injury or damage and Owners/Lessees shall have no responsibility for such loss, theft, or damage to any such personal property.

**Hold Harmless:** I hereby agree to **INDEMNIFY AND SAVE AND HOLD HARMLESS** Owners/Lessees from any loss, liability, damage, or costs the Owners/Lessees may incur due to my presence or the presence of my employees, agents or invitees in or upon the FARMS of Owners/Lessees.

**Assumption of Risk:** I hereby acknowledge and agree that polo and/or equestrian activities are dangerous and involve risk of serious injury and/or death and/or property damage, and that polo and/or equestrian activities are extremely dangerous and ultra hazardous. I consciously and voluntarily assume all such risks, dangers, and hazards inherent in these activities.

**Damage:** I agree to be responsible for all damage caused by me, my animals, or anyone utilizing the premises with the consent of or at my request.

**Cost of Enforcement:** I agree to be liable for all of Owners/Lessee's reasonable attorney's fees and other costs resulting from my breach of any provision of this Release and Waiver. I further expressly agree that the foregoing release, waiver and indemnity provisions are intended to be as broad and inclusive as is permitted by law.

**Choice of Law and Venue:** I agree that this Release and Waiver shall be governed by and construed in accordance with the laws of the State of South Carolina. In the event any action, suit or proceeding is instituted as a result of any matter or thing affecting this Release and Waiver, the parties hereto hereby designate Aiken County, South Carolina, as the jurisdiction and the venue in which same is to be instituted.

**WARNING:** Under South Carolina Law, an equine activity sponsor or equine professional is not liable for an injury to, or death of, a participant in equine activities resulting from the inherent risks of equine activities.

Having read the preceding, I acknowledge my understanding of those risks set forth herein and knowingly agree to accept full responsibility for my exposure to such risks. I acknowledge a full and complete understanding of the limitations of liabilities and waiver of certain rights that I may have and granting of releases contained herein and knowingly consent thereto.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date