OVERBROOK POLO CLUB

RELEASE, INDEMNIFICATION, WAIVER AND COVENANT NOT TO SUE AGREEMENT

This Agreement is made as of the date set out opposite the undersigned's signature below by the undersigned (hereinafter the "Participant" which shall have the meaning set forth in Section 7 hereof) for the purposes hereafter set forth.

WHEREAS, Participant desires freely and voluntarily to participate in polo games, tournaments, practices and related activities or events conducted by Overbrook Polo Club (hereinafter the "Club" which shall have the meaning set forth in Section 7 hereof); to engage in other related activities including but not limited to practicing polo, riding, training and exercising horses, teaching polo or horsemanship, taking lessons in polo or horsemanship, demonstrating horses to customers or allowing customers to try horses, grooming or otherwise caring for or working around horses, and to make use of fields, other facilities, equipment and property leased, owned, used or operated by the Club (any and all of which activities are hereinafter referred to as the "Activities"); and

WHEREAS, Participant acknowledges that he or she has had ample and sufficient opportunity to inspect the Club Facilities, is familiar with the conditions and potential conditions of the Club Facilities, is aware of animal behavior that may be dangerous, and is also familiar with the dangers and risks of injury, death or damage in participating in any of the Activities; Participant is fully aware of these risks and freely and voluntarily accepts and assumes all risks of injury, death or damage to person or property arising out of or related to Participant's participation in the Activities; and

WHEREAS, the Club is willing to grant permission to Participant to be involved in the Activities if Participant is willing to release and indemnify the Club from any and all losses, claims, causes of action and lawsuits arising directly or indirectly therefrom as set forth herein.

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 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, RELINQUISHES AND COVENANTS NOT TO SUE with respect to any of the aforesaid actions or causes of action which may hereafter arise for the benefit, directly or indirectly, of Participant and agrees that under no circumstances will Participant prosecute or present any claim for bodily injury, property damage or death against the Club arising from any claim of any kind or nature in connection with Participant's participation in any of the Activities or use of the Club Facilities, even if the same shall arise in whole or in part from the negligence of the Club or any third party and whether such negligence is the sole or a concurring cause of the bodily injury, property damage or death.

2. INDEMNITY

Participant SHALL INDEMNIFY AND HOLD THE CLUB HARMLESS from any and all claims, actions, demands, costs, liabilities, expenses or judgments whatsoever, including, but not limited to, attorneys' fees, court costs, costs of investigation and costs of defense which might arise by whomever, by, through or under Participant, whenever made or presented for any loss, damage or death occurring directly or indirectly to person or property related to Participant's participation in any of the Activities or Participant's use of any of the Club Facilities.

It is the intention of the parties that Participant will indemnify and hold the Club harmless from the consequences of the Club's or any other party's negligence (including others who may be participating in the Activities in question), which may give rise to a claim or cause of action against the Club that arose by, through or under Participant or Participant's use of any of the Club Facilities, even if the same arises, in whole or in part, from the negligence of the Club or any other party and whether such negligence is the sole or concurring cause of the loss, damage or death to person or property.

In addition, Participant SHALL INDEMNIFY AND HOLD THE CLUB HARMLESS from any and all claims, actions, demands, costs, liabilities, expenses or judgments whatsoever, including, but not limited to, attorneys' fees, court costs, costs of investigation and costs of defense which might arise by whomever, whenever made or presented for any loss, damage or death occurring directly or indirectly to person or property of: (i) any person (or the property thereof) employed or engaged by Participant as an employee, agent, servant, independent contractor, subcontractor, permittee or licensee of Participant; (ii) any person (or the property thereof) voluntarily assisting or working with Participant in participating in the Activities; or (iii) any member of Participant's family, any guest of Participant or any customer of Participant (or property thereof) while participating in, assisting Participant in participating in, or observing any of the Activities, or while on or using any of the Club Facilities.

It is the intention of the parties that Participant will indemnify and hold the Club harmless from the consequences of the Club's or any other party's negligence (including, without limitation, others who may be participating in the Activities in question) which may give rise to a claim or cause of action against the Club by any of the people described in the immediately preceding sentence even if the same arises, in whole or in part, from the negligence of the Club or any other party and such negligence is the sole or concurring cause of the loss, damage or death to person or property.

3. DEFENSE AGAINST CLAIMS

Participant agrees to defend the Club against any claims brought or actions filed against the Club 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 the Club can employ attorneys of its own selection to appear and defend a claim or action on behalf of the Club at the expense of Participant. The Club, at its 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 the Club. Participant shall upon demand pay to the Club all sums due to any parties by the Club 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 rules and regulations which shall govern any Activities engaged in by Participant. Participant hereby voluntarily executes this Agreement to induce the Club to permit his or her participation in the various Activities and Participant's use of the Club Facilities.

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 TO PARTICIPANT BY THE CLUB.

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 Club that Participant has either consulted Participant's personal physician who has consented to Participant's participation in the Activities or has elected to forego a physical examination, but declares that Participant is physically capable of participating in the 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 Club or anyone acting at the Club 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 or veterinary treatment or transportation provided in the event of an emergency. PARTICIPANT HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF PERSONAL INJURY, PROPERTY DAMAGE OR DEATH DUE TO THE NEGLIGENCE OF ANY PARTY HEREIN RELEASED.

6. PARTICIPANT'S PERSONAL PROPERTY

Participant understands that all equipment, clothes, personal effects, jewelry, saddles, tack, supplies, animals, vehicles, trailers and any other personal property owned, controlled or used by Participant (the "Personal Property") and brought to the Club Facilities and used, stored or otherwise located in or around the Club Facilities shall remain the sole responsibility of Participant to properly secure from theft, damage or injury to any other person. All Personal Property should be insured by Participant, 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 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, expense or the like arising from the theft, 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. ADDITIONAL DEFINITIONS

In addition to the defined terms herein set forth, the following terms shall have the meanings set forth hereinafter. The term "Club" as used herein means Overbrook Polo Club, its directors, officers, members, employees, agents, independent contractors, any entity sponsoring any of the Activities and the owners of any property leased to, used by or operated by Overbrook Polo Club. The term "Club Facilities" means any fields, grounds, buildings, structures, arenas, parking areas, roads, equipment or other property leased to, owned, used or operated by the Club in connection with any Activities or any other function carried on by the Club. The term "Participant" means the undersigned in his or her own behalf and on behalf of the members of Participant's family, including Participant's spouse, parents, children, heirs, representatives and assigns.

8. 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 understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

9. MISCELLANEOUS

This Agreement shall be governed by and construed under the laws of the State of South Carolina. 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 until terminated in writing by a written notice delivered by Participant to the Club.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE, INDEMNIFICATION, WAIVER AND COVENANT NOT TO SUE 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 OF PARTICIPANT'S CLAIMS AND ALL CLAIMS THAT MAY BE RAISED BY, THROUGH OR UNDER PARTICIPANT BY OTHERS.

10. ASSUMPTION OF RISK

THE UNDERSIGNED UNDERSTANDS THAT HE OR SHE ASSUMES ALL RISK INHERENT IN THE ACTIVITIES, INCLUDING ENGAGING IN ANY OF THE ACTIVITIES.

PARTICIPANT INFORMATION AND SIGNATURE

Date (MM/DD/YYYY)

Participant Name

Participant Signature

Sign above (electronic or handwritten signature).

BY SIGNING, PARTICIPANT ACKNOWLEDGES THAT HE OR SHE HAS READ, UNDERSTANDS AND VOLUNTARILY AGREES TO THIS AGREEMENT.