

BRANDYWINE POLO CLUB 2024

RELEASE, INDEMNITY, AND HOLD HARMLESS AGREEMENT AND
COVENANT NOT TO SUE

WITNESSETH

WHEREAS, Toughkenamon Land Company, Inc., a Delaware corporation ("TLC") is the owner of certain land in Chester County, Pennsylvania ("Club Fields"); and

WHEREAS, Brandywine Polo Club ("Club"), leases the Club Fields, buildings and other improvements and equipment located thereon from TLC, and further leases lands owned by Cuyler H. Walker ("Walker Field" collectively with the Club Fields referred to as the "Premises"); and

WHEREAS, the Club uses the Premises to instruct polo lessons and hold polo games.

WHEREAS, the undersigned ("Releasor") has requested access to the Premises to participate in polo and related activities and events and to engage in and participate in other equestrian and equestrian-related activities and events, including but not limited to, travel on roads on the Premises, boarding horses, playing or practicing polo, pleasure riding, training horses and riders, teaching of polo and equestrian skills, and other equine activity.

NOW THEREFORE, in consideration of being permitted access to the Premises, together with other valuable considerations, the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

1. Recitals. The above recitals as set forth above are true and correct and incorporated herein by reference.
2. Acknowledgment. Releasor acknowledges that he or she has had sufficient opportunity to make an inspection of the Premises, the program, the rules, the umpiring and the level of play at the CLUB. Releasor is familiar with the conditions and potential conditions and with animal behavior that may be dangerous, and with the risks to person (including death) and property involved in polo and the other activities described above. Releasor understands that the CLUB will not have emergency medical personnel available at all games or all times that Releasor may choose to ride or exercise horses and that there may be delays in calling for or arrival of the County EMS vehicles and staff. The undersigned assumes full responsibility for and risks of all of the foregoing activities and of dangerous and potentially-dangerous conditions on and about the Premises, due to the negligence of Releasees (as defined below) or otherwise, and waives all specific notice of the existence and location of any such dangerous conditions, animals, including loose dogs, wildlife and snakes, or activities on or about the Premises.
3. Covenant Not to Sue. Releasor hereby releases, waives, discharges and covenants not to sue TLC, the CLUB or Cuyler H. Walker & Katie Walker and/or any of their Affiliates and their respective officers, directors, agents, employees, partners, shareholders, lessees, related corporations, assigns and successors (collectively, "Releasees") from all liability to Releasor, and his or her family, personal representatives, assigns and heirs, for all loss or damage, and any claim or demands therefor, on account of injury or illness to the person or property or resulting in death of Releasor, which may be caused by any act or failure to act of Releasees or any one thereof, whether or not such act or failure to act is negligent, including any liability imposed by statute. You assume the risk of equine activities pursuant to Pennsylvania law.
4. Indemnity. Releasor hereby agrees to indemnify defend and hold harmless the Releasees, and each of them, from any loss, liability, damage or cost they may incur, including attorney's fees incurred in consultation, trial and appeal, for damages because of bodily injury (including death) sustained by employees or lessees of Releasor, or on account of damage to property of any of the above arising out of, or in consequence of, the use by Releasor or its employees or lessees of the Premises or any improvements thereon, or equipment, horses or other property supplied by or made available by Releasor or its agents or contractors. The foregoing shall include indemnification for claims made due to the actions or inactions of Releasor, whether or not such bodily injury, death, loss or property damage is caused by any negligence of Releasees or any other person, and whether or not liability is imposed upon Releasees, or any one of them, by statute or other law. Releasor further agrees to indemnify, defend and hold harmless the Releasees, and each of them, from any actions or inactions taken by the medical personnel in trying to administer basic life support or care prior to the arrival of the County EMS staff.
5. Waiver of Legal Action. Releasor further agrees that its agreements, indemnifications and releases under this Release and Indemnification Agreement shall be and the same are a complete bar to any legal action against Releasees by or on behalf of Releasor arising out of any of the matters or activities mentioned herein, and in the event any such action is instituted by or on behalf of Releasor this instrument may be used as a complete bar to recovery in such action.

6. Survival. The releases, waivers, indemnities, agreements and other provisions of this instrument apply to any and all access and use of the Premises on or after the date of execution of this document and shall not be limited to one event or a specific period of time.

7. Fees. Releasor shall pay applicable membership and miscellaneous fees as listed on the current CLUB fee sheets.

8. Severability. Releasor agrees that if any portion of this document is held invalid, the balance shall continue in full force and effect.

9. Pennsylvania Law. This Release, Indemnity, and Hold Harmless Agreement and Covenant not to Sue shall be construed under the laws of the Commonwealth of Pennsylvania.

10. COVID-19. The releases, waivers, indemnities, agreements and other provisions of this instrument apply to any and all infectious diseases transmitted to said applicant while on mentioned properties run, leased or used in relation to Brandywine Polo Club's 2023 polo season.

11. COVID-19 Conditions. If at any time you show symptoms, such as but not limited to, fever, dry cough, flu or have been exposed to persons with COVID-19, you are not allowed to attend any Brandywine Polo gatherings, events, polo activities until confirmed 2 negative tests for COVID-19.

Dated: _____, 2024

_____ Releasor (signature)

_____ Releasor (print name)

_____ Guardian/Representative if Releasor is under age 18

Emergency Contact Name _____ Phone _____

CELL PHONE: _____

ADDRESS: _____

E-MAIL ADDRESS: _____