

COVID-19 COVENANTS AND WAIVER OF LIABILITY AND RELEASE

I knowingly and intentionally enter into this COVID-19 Covenants and Waiver of Liability and Release (“**Release**”) in which I unreservedly and irrevocably waive certain rights and potential rights as detailed herein.

COVID-19 AND OTHER COMMUNICABLE DISEASES. I acknowledge and agree that:

- (a) tens of millions of cases of the disease known as COVID-19, caused by contraction of the novel coronavirus, have been confirmed throughout the United States, the virus is highly contagious and has resulted in the deaths of many Americans and people across the world;
- (b) a person that has contracted COVID-19 may be asymptomatic and thereby unknowingly spread COVID-19 to others;
- (c) if a pre-existing health condition exists, exposure to COVID-19, or any other infectious disease, may be more likely to cause serious illness, injury, or death;
- (d) participating in and/or attending polo matches or practices at USPA® Member Clubs (the “**Activities**”) will invariably place me in close proximity with other individuals and in contact with surfaces or areas that may have been handled, touched, or otherwise contacted by other individuals;
- (e) due to the nature of the Activities, as well as the participation of the players, grooms, staff members and spectators (collectively, the “**Participants**”), recommended social distancing may not be followed at all times during the Activities and surfaces and other areas or items with which I may come in contact may not be free of viruses, pathogens or other contaminants; and
- (f) by electing to participate in the Activities, I fully assume all risk that I may be exposed to and contract COVID-19 or any other communicable disease or illness, including as a result of actions or inactions by the USPA® Member Clubs (the “**Clubs**”), the Clubs’ employees or agents, other Participants or third parties.

COVENANTS AND AGREEMENTS. To promote the safety of the public, other attendees, employees, and myself, I hereby acknowledge, covenant, and agree to the following:

1. I covenant and agree that I will not attend or participate in any Activities if I (a) am experiencing any symptoms of COVID-19, including without limitation, fever, chills, cough, shortness of breath, difficulty breathing, fatigue, muscle or body aches, or new loss of taste or smell, (b) have been exposed to anyone with a suspected or diagnosed case of COVID-19 within the past fourteen (14) days, (c) have traveled to any state currently on the travel advisory list for the State in which the Club is located within the past fourteen (14) days, (d) have been exposed to any person who has traveled to any state currently on the travel advisory list for the State in which the Club is located within the past fourteen (14) days, (e) have been informed or otherwise been given reason to believe that I have or may have contracted COVID-19, or (f) have been informed or otherwise been given reason to believe that I have or may have been exposed to COVID-19 within the past fourteen (14) days.
2. I covenant and agree to wear a face covering at all times while on the premises of the applicable Club except while participating as a player during actual on-field play in polo matches or practices; provided, however, that if the federal government, the applicable state or local governments, or the applicable Club, establishes requirements that are more restrictive (in that they require face coverings in additional situations), I hereby agree to comply with those requirements while attending and/or participating in Activities at the Club.
3. I covenant and agree that I shall at all times follow CDC guidelines and comply with all USPA protocols while attending and/or participating in Activities at the Club.

ASSUMPTION OF RISK. By electing to participate in the Activities, I, on behalf of myself and my estate, personal representatives, heirs, executors, administrators, successors, assigns, and any other person acting on my behalf (collectively, the “**Releasors**”) expressly agree to assume and accept all risk arising from or relating to the Activities, including without limitation, any injury (including, but not limited to, bodily injury, contraction of COVID-19 or any other infectious disease, incapacity or death), irrespective of the cause thereof, including as a result of actions or inactions by other Participants or the Clubs.

WAIVER AND RELEASE OF LIABILITY; INDEMNIFICATION. IN CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE IN THE ACTIVITIES, I, ON BEHALF OF MYSELF AND THE OTHER RELEASORS, HEREBY KNOWINGLY, VOLUNTARILY, UNCONDITIONALLY AND FOREVER RELEASE, HOLD HARMLESS AND INDEMNIFY THE CLUBS, THE UNITED STATES POLO ASSOCIATION (“**USPA®**”) AND THEIR RESPECTIVE AFFILIATES, MEMBERS, PARTNERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, ATTORNEYS, SUCCESSORS, PREDECESSORS, PARENTS, SUBSIDIARIES, AGENTS, REPRESENTATIVES AND ASSIGNS (COLLECTIVELY, THE “**RELEASED PARTIES**”), FROM ANY AND ALL SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LIABILITIES, LOSSES, DEBTS, CONTRACTS, SUMS OF MONEY, COVENANTS, CONTROVERSIES, AGREEMENTS, PROMISES, ERRORS, OBLIGATIONS, FEES, COSTS AND EXPENSES (INCLUDING ATTORNEYS’ FEES) WHATSOEVER, WHETHER KNOWN OR UNKNOWN, OF WHATEVER TYPE OR NATURE, WHETHER AT LAW OR IN EQUITY, THAT I OR THE OTHER RELEASORS AT ANY TIME HAVE, HAVE HAD, OR HEREAFTER MAY HAVE AGAINST THE RELEASED PARTIES ARISING OUT OF OR IN ANY WAY CONNECTED (DIRECTLY OR INDIRECTLY) TO THE ACTIVITIES.

PARENT/LEGAL GUARDIAN: I hereby agree that if I am a parent/legal guardian signing on behalf of my minor child, that I am agreeing to all of the provisions stated herein (including, without limitation, the release, waiver, indemnity and assumption of risk provisions) on my own behalf, AND ON BEHALF OF MY MINOR CHILD.

CONSTRUCTION OF THIS RELEASE: This Release is intended to be as broad and inclusive as is permitted by applicable law. If any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ THIS RELEASE, HAVE HAD AN OPPORTUNITY TO ASK QUESTIONS REGARDING ITS CONTENTS, AND FULLY UNDERSTAND ITS CONTENTS. I FULLY UNDERSTAND THAT I AND/OR A MINOR FOR WHOM I AM SERVING AS PARENT/LEGAL GUARDIAN, ARE HEREBY WAIVING AND RELEASING ALL RIGHTS OF RECOVERY OF DAMAGES AGAINST THE RELEASED PARTIES AND ARE ASSUMING ALL RISKS RELATED TO THE ACTIVITIES, AND I SIGN IT OF MY OWN FREE WILL.

Member or Attendee (as applicable) Signature: _____

Age of Member or Attendee (as applicable): _____

[If Applicable] The name and age of the minor on whose behalf I am executing this Release is as follows:

Name of Minor: _____ Age of Minor: _____

COVID-19 POLO PARTICIPANT HEALTH QUESTIONNAIRE

1. During the past 14 days, have you experienced symptoms of COVID-19, including fever, chills, cough, shortness of breath, difficulty breathing, fatigue, muscle or body aches, or new loss of taste or smell?
 - YES
 - NO
2. During the past 14 days, have you been in close physical contact (6 feet or closer for equal to or greater than a 10-minute period of time) with anyone who is known to have laboratory-confirmed COVID-19 or has any symptoms consistent with COVID-19?
 - YES
 - NO
3. To the best of your knowledge, has anyone in your household come into close contact with anyone who has tested positive for COVID-19 in the past 14 days?
 - YES
 - NO
4. During the past 14 days, have you self-quarantined or been told by a medical provider or public health official that you should quarantine due to potential COVID-19 exposure or because you are suspected of having COVID-19?
 - YES
 - NO
5. Have you tested positive for COVID-19 within the past 30 days?
 - YES
 - NO
6. If your answer to Question 5 was "yes," have you subsequently received two consecutive negative tests for COVID-19 RNA from respiratory specimens collected at least 24 hours apart?
 - YES
 - NO
7. During the past 14 days, have you or anyone in your household traveled to any State currently on the travel advisory list for the State in which the applicable USPA Club is located?
 - YES
 - NO
8. During the past 14 days, have you or anyone in your household traveled outside of the country?
 - YES
 - NO

I acknowledge and agree that I may be required to, and will agree to, complete this Questionnaire and any other questionnaires or similar documents required by the applicable Club every day or at such other frequency as shall be determined by the applicable Club. **I hereby certify by signing below that the above answers are true and correct to the best of my knowledge. I hereby covenant and agree that if on the date of completing this Questionnaire or at any time thereafter, (a) the answer to one or more of Questions 1-4, 7, or 8, is "Yes", or (b) I've tested positive for COVID-19 in the past 30 days and the answer to Question 6 is "NO", I will (x) immediately notify the Club regarding this, (y) voluntarily refuse to participate in any Activities so long as this is the case, and (z) not visit the Club's premises so long as this is the case.**

I certify that I have read, understand, and have and will continue to comply with the travel and quarantine policies in effect in the State in which the applicable Club is located. I certify that I have read, understand, and have and will continue to comply with travel and quarantine policies in effect in the State in which the applicable Club is located.

Signature _____

Printed Name: _____

Date: _____

Age: _____

If you are a parent/legal guardian, please identify the name and age of the minor on whose behalf you are executing this COVID-19 Polo Participant Health Questionnaire:

Name of Minor: _____

Age of Minor: _____