

WAIVER RELEASE, INDEMNITY DEED & ASSUMPTION OF RISK
(hereinafter the "Deed")

To: **COLTS POLO & RIDING PTE. LTD. (UEN 201832905E)** (including its directors, employees, agents and independent contractors) (collectively and severally referred to as "COLTS").

In consideration of COLTS agreeing to permit the Participant to engage and participate in COLTS equestrian activities including but not limited to polo lessons, riding lessons, trail rides, chukkas or any other activities organized and conducted by COLTS (including instruction in any of these activities) (collectively and severally referred to as 'POLO'):

I/We, (Full Name)(hereinafter the **Participant**)

Born: / /

Address:..... City:.....

do hereby agree and certify as follows:

1) CONSENT to participate and engage in the POLO under the terms and conditions of this Deed and agree that the participation shall be subjected to the terms and conditions of this Deed and the attached Terms and Conditions that may be amended by COLTS from time to time. I/We warrant and accept to comply with and abide fully the attached Terms and Conditions, as may be amended by COLTS from time to time.

2) UNDERSTAND AND ACKNOWLEDGE that POLO is potentially dangerous and risky to and for the Participant and that the horses/ponies (whether owned by COLTS or not) may be dangerous and unpredictable. COLTS has advised of the inherent risks associated with the POLO and the Participant voluntarily chooses to participate in the POLO fully accepting and assuming such danger and risks, should they arise, may cause personal injury, death or property damage. In particular COLTS has advised that:

POLO is physically demanding and involves certain risks and injuries, including but, not limited to:

- skeletal injuries such as bone fractures, bones chips and breaks;
- fall or impact injuries;
- equipment malfunction risks;
- exposure to harmful weather conditions such as sun, storm, thunder and rain;
- injury whilst being in proximity to the site where the Polo is being conducted;
- outdoor hazards such as slippery roads; and that such injuries / risks may result in personal injury, death or property damage. The injuries of the type referred to in this clause may require medical treatment. It is the Participants responsibility to obtain adequate insurance to ensure coverage for any loss or damage, personal injury, death, judgements, cost of litigation, attorney fees, economic loss or consequential loss arising as a result of the participation in the POLO or related activities organized by COLTS.

3) UNCONDITIONALLY RELEASE AND DISCHARGE COLTS from any and all claims, demands, actions, causes of actions, suits, controversies, obligations and liabilities of any kind and nature whatsoever relating to personal injury, death or property damage sustained directly or indirectly from the POLO, whether or not arising out of breach of contract, tort, under statute, strict liability, error or negligence of COLTS or any other participant. If, despite these terms, it is found that COLTS is liable to compensate then such liability is limited to the cost of providing the service in respect of which the liability arises.

4) INDEMNIFY COLTS from any claims, suit, proceeding, judgment, costs or expenses that COLTS may incur arising out of any of the Participant's activities or the Participant's presence on the premises of COLTS.

If any clause or sub-clause of this Deed is deemed invalid or unenforceable, then the remaining clauses and sub-clauses shall remain in full force and effect, and so far as possible, the said clauses or sub-clauses shall be

deemed modified to the minimum degree possible so as to comply with applicable law and be valid and enforceable.

This Deed shall be governed by and construed in accordance with Singapore law.

5) STATEMENT OF UNDERSTANDING

- I/We acknowledge to have read and understood the matters set out in this Deed, that the particulars declared in this Deed are accurate and complete and that I/We legally are competent to give this waiver, release and indemnity;
- I/We acknowledge that the conditions set out in this Deed are contractual in nature, are intended to have legal effect and are not merely a warning or recital; and
- I/We acknowledge that this Deed is signed of My/Our own free will and without any representation or inducement by COLTS.

DO NOT SIGN THIS DEED UNLESS YOU HAVE READ IT AND UNDERSTOOD ITS TERMS AND CONDITIONS. BY SIGNING THIS DEED YOU ASSUME ALL RISKS AND AGREE TO WAIVE YOUR LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Executed as a Deed.

Date:

Signed & delivered, by the said:

Name:

Signature:

Date:

Parent/Guardian if Participant is under 18

Name:

Signature:

Participants under the age of 18 at time of registration must also have a Parent / Guardian sign above. Where this form is signed by the parent or guardian of a minor (being a person under the age of 18 years) then the parent/guardian warrants that the information contained in this form is true and correct and personally covenants in terms of this waiver, release and indemnity.