



2008 Player Participation Deed

THIS DEED is made ON _____ day of _____ 2008

BETWEEN

THE PLAYER

PLAYER'S NAME: _____

PLAYER'S ADDRESS: _____

(hereinafter called "the Player")

AND

THE CLUB

POLO CLUB NAME: _____

a duly incorporated company/incorporated association

POLO CLUB ADDRESS: _____

(hereinafter called "the Club")

and for the purposes of this Deed having its address for service of all notices arising under the operation of this Deed at
56 Edgecliff Road, Woollahra 2025 in the State of New South Wales

AND

THE STATE ASSOCIATION regulating the operations of the Player's Club

ENTER State Association Name: _____

(hereinafter called "the State Association")

AND

QUEENSLAND POLO ASSOCIATION INC ABN 16 436 856 149

NEW SOUTH WALES POLO ASSOCIATION (KYEEMAGH) LIMITED ACN 000 021 474

VICTORIAN POLO ASSOCIATION INC ABN 95 925 608 350

SOUTH AUSTRALIAN POLO ASSOCIATION INC ABN 57 557 757 182

WESTERN AUSTRALIAN POLO ASSOCIATION (INC) ABN 70 743 789 012

(hereinafter called "the collective State Associations")

AND

THE AUSTRALIAN POLO COUNCIL LTD ACN 129 452 017

a company duly incorporated and having its office at 56 Edgecliff Road, Woollahra 2025 in the State of New South Wales
(hereinafter called "the APC")



AUSTRALIAN
POLO COUNCIL

RECITALS

- A. The Club is a Polo Club affiliated to the State Association.
- B. The Members of the Club and other players compete in Polo tournaments and games at different venues in the State in which the Club is affiliated and in Australia.
- C. The Player desires to participate in Polo practices, games and tournaments.
- D. The Player is aware that the game of Polo involves risk and wishes to participate in such practices, games and tournaments accepting such risks.
- E. The Club, the State Association, the collective State Associations, the APC and Included Bodies are only prepared to permit the Player to participate in the Polo practices, games and tournaments on the basis that the Player has accepted the risks associated with playing and practising Polo and has agreed to comply with the rules and policies governing polo in Australia.
- F. The Player has agreed to release the Club, the State Association, the collective State Associations, the APC and Included Bodies and each and every Officer of the same from any or all liability for any loss or damage which the Player may sustain from participating in a Polo Activity.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this deed unless the context otherwise requires the following words and expressions shall have the meanings ascribed thereto:

“Included Bodies” means all companies, incorporated associations and Clubs or organisations which are associated with or are members and/or affiliates of the State Association, the collective State Associations and the APC or are otherwise engaged in any Polo Activity;

“Member” means a member of the Club and as such entitled to the benefits of membership of the Club;

“State Association” means the State Association identified as a party to this Deed and its successors in title and permitted assigns and for the purposes of this deed includes any company or organisation which controls or regulates the sport of Polo in the State in which the State Association has jurisdiction for the purposes of administering the sport of polo;

“Collective State Associations” means the State Associations identified as parties to this Deed and their successors in title and permitted assigns and for the purposes of this deed includes any company or organisation which controls or regulates the sport of Polo in each or any State of Australia;

“APC” means The Australian Polo Council Ltd and its permitted successors and assigns for the purposes of this Deed;

“Officer” means any director, secretary, committee member or other person holding any office of responsibility in any company, incorporated association, or organisation or Included Body;

“APC Rules and Policies” means all or any policies, regulations, procedures, rules, by-laws, codes or directives issued by the APC from time to time, or issued by a State Association with the authority delegated by the APC from time to time;

“Polo” means the sport played with a rider on horseback using a mallet to strike a ball with the intention to score goals by hitting the ball between goal posts;

“Polo Activity” means the practice, coaching, managing or playing of Polo whether recreationally and/or competitively as an amateur or as a professional.

1.2. Singular to include plurals

Words denoting the singular include the plural and vice versa; words denoting individuals or persons include bodies corporate and trusts and vice versa; and headings are for convenience only and will not affect interpretation.

2. RELEASE AND INDEMNITY

2.1. Release

In consideration of the Club, the State Association, the collective State Associations, the APC and Included Bodies permitting the Player to participate in the Polo Activity, to the extent permitted by law, the Player hereby releases and discharges the Club, each Member, each State Association, the collective State Associations, the APC and the Included Bodies and Officers from and against all liability arising out of the Polo Activity as a result of any injury, damage or loss that may be sustained by the Player as a consequence of the participation in the Polo activity or by any act or omission of any other player in the Polo Activity.

2.2. Indemnity

To the extent permitted by law the Player hereby indemnifies, and agrees that at all times hereafter the Player shall keep indemnified, the Club, each Member, the State Association, the collective State Associations, the APC and all Included Bodies and all Officers against all and any liability, damage, loss and expense of whatsoever nature that are incurred by any one or more of them as a result of the participation of the Player in the Polo Activity or by any act or omission of the Player.

3. WARNINGS TO THE PLAYER

Without limiting the generality of the risks associated with the Polo Activity, the Player acknowledges that the Player accepts a specific risk warning (in accordance with the Civil Liability legislation of each relevant State or Territory where this is applicable) of the following risks:

- (a) the risk of physical injury caused by horses, including collisions between horses and horses falling;
- (b) the risk of physical injury caused by Player to Player contact, including collisions between Players;
- (c) injuries caused by the use of mallets associated with the Polo Activity, including the risk of being struck by a mallet of the Player or another Player in the course of the Polo Activity;
- (d) the risk of physical injury caused by the balls used in the Polo Activity;
- (e) the risk associated with the playing of the Polo activity at speed on uneven Polo grounds and on grounds with divots;
- (f) the increased risks associated with weather conditions;
- (g) the risk of minor to serious physical injury including sustaining cuts, bruises, abrasions, sprains, fractures and head or spinal injuries or death;
- (h) the risk of injury to the Player's horses and damage to the property of the Player or by the Player to the horses and the property of other players, spectators or members of the public caused by unrestrained horses or mallets or balls or otherwise.



4. PLAYER ACKNOWLEDGEMENTS

The Player acknowledges:

- (a) that the Player has requested that the Club, the State Association, the collective State Associations, the APC and Included Bodies permit the Player to participate in the Polo Activity from the date of this Deed until the Player ceases to be a registered member of the Club and that the granting of the request is adequate consideration for the purposes of the contract contained in this Deed;
- (b) that the Polo Activity is dangerous and the Player understands the risks of personal injury, injury to horses and property damage associated with involvement in the Polo activity;
- (c) that prior to the Player's participation in the Polo activity, the Player was advised by the Club and/or the State Association and/or the collective State Associations and/or the APC and/or the Included Bodies concerning the risks associated with the Polo activity, and that the Player would be solely responsible for arranging insurance cover appropriate to the personal needs of the Player to protect the Player against the risks involved in the participation in the Polo activity;
- (d) that the Player has made arrangements to provide adequate insurance cover to meet the Player's needs or, if no such insurance has been taken out by the Player, the Player acknowledges that the Player will accept the risk;
- (e) that the Player accepts that the Polo Activity is an activity with inherent and obvious risks;
- (f) that there is an inherent risk of personal injury, injury to horses and damage to property in the physical activities that will be undertaken in any Polo activity.

5. PLAYER UNDERTAKINGS

The Player undertakes:

- (a) that the Player will not participate in any Polo activity when:
 - (i) the Player is under the influence of alcohol or any drugs, prescribed, banned or otherwise, which may impair vision, physical strength, agility or reactions or the general competencies of the Player; and/or
 - (ii) the Player reasonably suspects that any medical or health issue or condition of the Player could be a risk to that Player or any other person or other Players involved in the Polo activity;
- (b) that the Player will observe and comply with the APC Rules and Policies;
- (c) that the Player will promptly notify the Club of any changes of address and contact details.

6. GENERAL

6.1. Privacy

The Player authorises the Club, the Collective Clubs, the State Association, the Collective State Associations and the APC to collect, store and use information regarding the Player consistent with the APC Rules and Policies.

6.2. Amendment

No variation or waiver of, or any consent to any departure by a party from, a provision of this Deed is of any force or effect unless it is confirmed in writing signed by the parties and then that variation, waiver or consent is effective only to the extent for which it is made or given.

6.3. Waiver

The failure, delay, relaxation or indulgence on the part of any party in exercising any power or right conferred upon that party by this Deed does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under this Deed.

6.4. Liability of parties

If any party to this Deed consists of more than one person then the liability of those persons in all respects under this Deed is a joint liability of all those persons and a separate liability of each of those persons. If any covenant or agreement given by any party to this Deed is given jointly with any one or more other parties to this Deed then such covenant or agreement shall also be a separate obligation of each party.

6.5. Entire Deed

This Deed constitutes the sole and entire agreement between the parties and a warranty, representation, guarantee or other term or condition of any nature not contained or recorded in this Deed is of no force or effect.

6.6. Severance

If any provision of this Deed is invalid and not enforceable in accordance with its terms, other provisions which are self-sustaining and capable of separate enforcement with regard to the invalid provision, are and continue to be valid and enforceable in accordance with their terms.

6.7. Notice

Notice to the Club, the State Association, the collective State Associations, the APC or Included Bodies shall be given to the respective party at 56 Edgecliff Road, Woollahra 2025 in the State of New South Wales.

6.8. Further Assurance

Each party must do, sign, execute and deliver all deeds, documents, instruments and acts reasonably required of it or them by notice from another party effectively to carry out and give full effect to this Deed.

6.9. Counterparts

This Deed may be executed by any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

6.10. Attorneys

Where this Deed is executed on behalf of a party by an attorney, that attorney by executing declares that the attorney has no notice of the revocation of the power of attorney under the authority of which the attorney executes the Deed on behalf of that party.

6.11. Legal advice

The Player acknowledges that the Player has received, or has had the opportunity to receive, legal advice about the nature and effect of this deed and understands the full purport and effect of this Deed.

6.12. Governing law and jurisdiction

This Deed is governed by, and is to be construed in accordance with, the laws of the Australian Capital Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and any court hearing appeals from those courts.



AUSTRALIAN
POLO COUNCIL

SIGNED as a DEED:

SIGNED SEALED AND DELIVERED
by the said Player / Player's Guardian

Player's / Player's Guardian's signature

in the presence of:

Signature of Witness AND (Name of Witness in block letters)

Date: _____ day of _____ 2008
ENTER DATE Player signed

SIGNED SEALED AND DELIVERED
by the said **PLAYER'S CLUB** (enter details of Player's Club)

Club Name and ABN in block letters

Authorised Officer and Signatory
(Enter Signature, Office and Name in block letters)

Authorised Officer and Signatory
(Enter Signature, Office and Name in block letters)

OFFICE USE ONLY:
SIGNED SEALED AND DELIVERED
by the said **STATE ASSOCIATION**
(enter details of Player's Club's State Association)

Authorised Officer and Signatory
(Enter Signature, Office and Name in block letters)

Authorised Officer and Signatory
(Enter Signature, Office and Name in block letters)

SIGNED SEALED AND DELIVERED
by the said **AUSTRALIAN POLO COUNCIL LIMITED** ACN 129 452 017

Authorised Officer and Signatory
(Enter Signature, Office and Name in block letters)

Authorised Officer and Signatory
(Enter Signature, Office and Name in block letters)

SIGNED SEALED AND DELIVERED
by the said **QUEENSLAND POLO ASSOCIATION** ABN 16 436 856 149

Authorised Officer and Signatory
(Enter Signature, Office and Name in block letters)

Authorised Officer and Signatory
(Enter Signature, Office and Name in block letters)

SIGNED SEALED AND DELIVERED by the said
NEW SOUTH WALES POLO ASSOCIATION (KYEEMAGH)
LIMITED ACN 000 021 474

Authorised Officer and Signatory
(Enter Signature, Office and Name in block letters)

Authorised Officer and Signatory
(Enter Signature, Office and Name in block letters)

SIGNED SEALED AND DELIVERED by the said
VICTORIAN POLO ASSOCIATION ABN 95 925 608 350

Authorised Officer and Signatory
(Enter Signature, Office and Name in block letters)

Authorised Officer and Signatory
(Enter Signature, Office and Name in block letters)

SIGNED SEALED AND DELIVERED by the said
SOUTH AUSTRALIAN POLO ASSOCIATION ABN 57 557 757 182

Authorised Officer and Signatory
(Enter Signature, Office and Name in block letters)

Authorised Officer and Signatory
(Enter Signature, Office and Name in block letters)

SIGNED SEALED AND DELIVERED by the said
WEST AUSTRALIAN POLO ASSOCIATION ABN 70 743 789 012

Authorised Officer and Signatory
(Enter Signature, Office and Name in block letters)

Authorised Officer and Signatory
(Enter Signature, Office and Name in block letters)