

AUSTRALIAN POLO FEDERATION

APPLICATION TERMS AND CONDITIONS

I acknowledge and agree that the following terms and conditions are part of, and apply to, my Application.

1. BACKGROUND

I acknowledge that:

- (a) APF has been appointed as agent for the Principals and, if APF chooses to accept my Application, it does so on behalf of the Principals.
- (b) Each of the Principals and APF will have the benefit of the binding agreement created if my Application is accepted by APF in its own capacity and as an agent for the Principals.
- (c) If this Application is accepted, I will become a temporary member of a Club or become a member of a Club or renew my membership of a Club. I understand that APF, both on its own behalf and as agent for the Principals, may withhold its acceptance of my Application in its complete discretion.
- (d) If APF accepts my Application, APF will advise me by provision of a confirmation email to the nominated email address in the Online Application Form with a unique receipt number and membership number.
- (e) The Club is a Polo club affiliated to the State Association.
- (f) The Members of the Club and other players compete in Activities at different venues in the State in Australia the subject of the State Association's control.
- (g) I wish to participate in Polo Activities conducted by the APF, the Club and/or the State Association, which may also involve Polo Activities conducted by, for or with the Collective State Associations and/or the Included Bodies.
- (h) I am aware that the game of Polo involves risks and wish to participate in the Polo Activities accepting such risks.
- (i) The APF and the Principals are only prepared to permit me to participate in the Polo Activities on the basis that I have accepted the risks associated with same, I have agreed to the terms in this Application, my Application is accepted by APF, and I have agreed to comply with the other rules and policies governing Polo in Australia.
- (j) I have agreed to release the APF and the Principals, and each and every Officer of same, from any or all liability for any loss or damage which I may sustain from participating in a Polo Activity

2. DEFINITIONS

2.1 Definitions

In this Application, unless the context otherwise requires, the following words and expressions shall have the following meaning:

- "APF" means The Australian Polo Federation Ltd ACN 129 452 017 and its permitted successors and assigns;
- "Application" means the application made by me to APF, in its own capacity and as agent for the Principals, and on the terms of this document and the Online Application Form;
- "Club" means the Polo club nominated in the Online Application Form, its successors in title and permitted assigns, and in relation to which I make this Application for membership;
- "Collective State Associations" means the State Associations which are affiliated with the APF and their successors in title and permitted assigns, and for the purposes of this Application includes any company or organisation which controls or regulates the sport of Polo in each or any State of Australia;
- "Included Bodies" means all companies, incorporated associations, clubs or organisations which are associated with or are members and/or affiliates of the State Association, the Collective State Associations or the APF or which are otherwise engaged in any Polo Activity;
- "Member" a member of the Club and as such entitled to the benefits of membership of the Club;
- "Officer" means any director, secretary, committee member or other person holding any office of responsibility in any company, incorporated association, or organisation;
- "Online Application Form" means the application form obtained via www.australianpolo.com.au, www.queenslandpolo.com.au, www.wapolo.com.au, www.vicpolo.com www.australianpolo.com.au/nsw + www.adelaidepolo.com.au which refers to this document.
- "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 spectating, practice, coaching, managing or playing of Polo whether recreationally and/or competitively as an amateur or as a professional, and all associated activities;
- "Principals" means severally the Club, the State Association, each of the Collective State Associations and each of the Included Bodies;
- "Privacy Policy" means the privacy policy of APF located at www.australianpolo.com.au

“Rules and Policies” means all or any policies, regulations, procedures, rules, by-laws, codes or directives issued by the APF from time to time, or issued by a State Association from time to time or issued by a Club from time to time.

“State Association” means the State Association identified in the Online Application Form and to which the Club is affiliated, and its successors in title and permitted assigns, and for the purposes of this Application 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.

2.2 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.

3. RELEASE AND INDEMNITY

3.1 Release

In consideration of the Principals permitting me to participate in Polo Activities, to the extent permitted by law, I hereby release and discharge each of the Club, each Member, each State Association, the Collective State Associations, the APF and the Included Bodies and all Officers of or persons claiming through same, from and against all and any liability arising out of any Polo Activity in which I may be involved, whether as a result of any injury, damage or loss that may be sustained by me as a consequence of my involvement with the Polo Activity or otherwise, or by any act or omission of any other player in the Polo Activity or as a result, whether wholly or in part, of the negligence of any released party.

3.2 Indemnity

To the extent permitted by law, I hereby indemnify, and will keep indemnified, each of the Club, each Member, the State Association, the Collective State Associations, the APF, all Included Bodies and all Officers of or persons claiming through same, 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 my involvement with any Polo Activity, or as a result of any act or omission by me, including if same is as a result, whether wholly or in part, of the negligence of any identified party.

4. WARNING

Without limiting the generality of the risks associated with the Polo Activity, I acknowledge that I accept 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) the risk of injuries caused by the use of mallets associated with the Polo Activity, including the risk of being struck by my mallet or that of 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 my horses and damage to my property or by me to the horses and the property of other players, spectators or members of the public including, without limitation, caused by unrestrained horses or mallets or balls or otherwise.

5. ACKNOWLEDGEMENTS

I acknowledge that:

- (a) I have requested that the APF and the Principals to permit me to participate in Polo Activities from the date my Application is accepted by APF until I cease to be a registered member of the Club and that the granting of the request is adequate consideration for the purposes of the contract which will be created if and when this Application is accepted by the APF in its own capacity and in its capacity as agent for the Principals;
- (b) Polo Activity is dangerous and I understand the risks of personal injury, injury to horses and property damage associated with the involvement in the Polo Activity;
- (c) prior to my participation in any Polo Activity, I was advised by the APF and/or one or more of the Principals concerning the risks associated with the Polo Activity, and that I would be solely responsible for arranging insurance cover appropriate to my personal needs to protect me against the risks involved in the participation in Polo Activity.
- (d) I have made arrangements to provide adequate insurance cover to meet my needs or, if no such insurance has been taken out by me, I acknowledge that I will accept all the risks associated with Polo Activity;

(e) I accept that the Polo Activity is an activity with inherent and obvious risks;

(f) 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;

(g) any information provided to me by the APF and/or any of the Principals, whether on

www.australianpolo.com.au, www.queenslandpolo.com.au, www.wapolo.com.au, www.vicpolo.com www.australianpolo.com.au/nsw, www.adelaidepolo.com.au or otherwise, is provided in good faith but none of these parties warrants the accuracy or completeness of that information;

(h) I will keep secure and present on demand any identification issued to me by APF, the Club or the State Association, to identify that I am a Member at any Polo Activities and I have agreed to the terms and conditions in this document.

6. REPRESENTATIONS

I represent that:

(a) I am over the age of 18 years of age and possess the legal authority to create binding legal obligations;

(b) all the information supplied by me to APF, whether on the Online Application Form or otherwise, is true, accurate, current and complete;

(c) I will promptly provide all such information as the Club, the State Association, the Collective State Associations, the APF and/or the Included Bodies may reasonably require of me from time to time;

(d) if APF reasonably believes at any time that the information I have provided in the Online Application Form or otherwise is not in accordance with the acknowledgements and representations contained in this Application, my membership of the Club and/or the State Association and/or the APF and/or any Included Body may be terminated or suspended immediately, without limiting any other right of termination contained in the APF Discipline Policy 2005 or any replacement or subsequent discipline policy issued by the APF from time to time.

(e) I have read, understood and agreed to the Privacy Policy;

(f) to the extent that during my period as a member of the Club, the State Association, the APF or any Included Body I create any intellectual property rights, whether alone or jointly with others, I hereby assign those intellectual property rights to the Club, State Association, APF or relevant Included Body for whom, or in relation to whom, I created those intellectual property rights. In doing so, I warrant that I will not be breaching the intellectual property rights of any other party;

(g) I will hold confidentially and keep secure any identifying device which enables me to access, download information from or upload information to, www.australianpolo.com.au, www.queenslandpolo.com.au, www.wapolo.com.au, www.vicpolo.com, www.nswpolo.com.au, www.adelaidepolo.com.au or any other online site operated by the Club, the State Association, the Collective State Associations, the APF or any Included Body from time to time, and I acknowledge that I will be solely responsible for any use of that identifying device. I acknowledge that my right to use same may be withdrawn by the party granting same to me if I do not comply with my obligations referred to in clause 6(h) below;

(h) I will not use any online facility provided by the APF or any Principal, including without limitation a website, blog or chat room, for any purpose which is offensive, defamatory, illegal or otherwise contrary to the Rules and Policies, including without limitation the Privacy Policy.

7. UNDERTAKINGS

I undertake that:

(a) That I will not participate in any Polo Activity when:

(i) I am under the influence of alcohol or any drugs, prescribed, banned or otherwise, which may impair my vision, physical strength, agility or reactions or my general competencies; and/or

(ii) I reasonably suspect that any of my medical or health issues or conditions could be a risk to me or any other person or other players involved in the Polo Activity;

(b) I have viewed the Rules and Policies published:

(i) by the APF on www.australianpolo.com.au

(ii) by my State Association on www.australianpolo.com.au, www.queenslandpolo.com.au,

www.wapolo.com.au and www.vicpolo.com and www.nswpolo.com.au, www.adelaidepolo.com.au

(iii) where relevant on the website of my Club the internet address of which is located on my State Association website.

(c) will observe and comply with all the Rules and Policies in force from time to time;

(d) I will promptly notify the Club of any changes of address and contact details.

8. PAYMENTS

8.1 While ever I am a Member, I will pay all fees, dues and other payments lawfully require of me pursuant to the Rules and Policies, within the time required for payment of same and in the manner required for same.

8.2 If my Application for membership or renewal is not accepted any fees, dues or other payments made by me will be dealt with in accordance with the refund policy located at www.australianpolo.com.au.

9. GENERAL

9.1 Privacy

I authorise the APF and each of the Principals to collect, store and use information regarding me consistent with the Rules and Policies (including, without limitation, the Privacy Policy).

9.2 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 Application, if accepted by the APF, 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 the terms in this document.

9.3 Entire Agreement

This Application, if accepted by the APF, will constitute 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 Application is of no force or effect.

9.4 Severance

If any provision of this Application, if accepted by the APF, 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.

9.5 Notice

Notice to the Club, the State Association, the Collective State Associations, the APF or Included Bodies shall be given to care of the APF, at c/o RL Rodgers & Associates, Harley Place, Suite 408, 251 Oxford Street, Bondi Junction NSW 2022.

9.6 Legal Advice

I acknowledge that I have received, or I have had the opportunity to receive, legal advice about the nature and effect of this Application and understand the full purport and effect of this Application.

9.7 Governing law and jurisdiction

This Application, both before and after it is accepted by the APF, 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.