

Western Australian Polo Association

Instructions for executing Hold Harmless Deed

- The Person wishing to play as a member of the club should be given a copy of the deed and encouraged to read it thoroughly and seek legal advice before signing it.
- Having decided to go ahead, the procedure for completing the Deed is as follows
 1. The names and addresses of the Player and the Club should be entered in the spaces provided at the end of the Deed.
 2. The Deed must be signed by the Player in front of a witness in the space provided.
 3. The Deed should be signed by the Club Secretary or Club President in front of a witness in the space provided.
 4. Witnesses should sign in the spaces provided.
 5. The Club should:
 - (a) retain the original Deed in safe custody
 - (b) provide a copy of the Deed to Player
 - (c) deliver a copy of the Deed, either by mail or fax, to the WA Polo Association within 14 days of the Player being registered for the year via the WA Polo Association approved website.
- Player registration is the responsibility of the Player's Club. No Player will be considered registered and entitled to participate in any Polo Activity until his/her name is recorded for the current playing year on the WAPA approved website.
- Player registration is conditional upon the Club confirming it holds a properly executed Hold Harmless Deed by entering the Player's name on the website.

Warning to Clubs: Confirmation of Player registration in the absence of a properly executed Hold Harmless Deed may have serious legal and other consequences.

Western Australian Polo Association Member Hold Harmless Deed Agreement

Please read this agreement carefully. It constitutes an agreement between You and WAPA.

In this agreement:

- A) 'WAPA' means the Western Australian Polo Association.
- B) 'Affiliated Club' means any polo club affiliated with WAPA at the date of this agreement or created after the date of this agreement and includes the following:
- The Perth Polo Club;
 - Kojonup Polo Club;
 - Walkaway Polo Club;
 - Moondyne Polo Club; and
 - Serpentine Polo Club.
- C) 'Member or Members' means any member of the Western Australian Polo Association and any member of an Affiliated Club.
- D) 'Claimant' means any person who is not a Member and is not a person referred to in this agreement under the heading 'Obligation to Self Insure', who makes a claim against WAPA, an Affiliated Club and/or any Member for death, injury or damage to property.
- E) 'You or Your' means the Member signing this agreement.

Purpose of this Agreement

This agreement will limit and restrict Your legal rights against WAPA and Members' legal rights against You and each other.

Although this agreement refers to insurance arrangements made by WAPA for the benefit of the Members, the effect of this agreement is not limited to those arrangements.

Acknowledgement of Risk

You acknowledge that Polo is a dangerous game and involves the risk of death, bodily injury and damage to Your property. By participating in the game of Polo, You voluntarily assume all of the risks and dangers arising from the game, whatever their cause, including WAPA's negligence or the negligence of someone who represents or acts for WAPA or an Affiliated Club or the negligence of a Member. Your assumption of those risks and dangers is not dependent on whether or not those risks and dangers are foreseeable or could be reasonably prevented by WAPA or an Affiliated Club.

Obligation to Self Insure

You acknowledge that WAPA does not arrange any insurance that covers You or Your employees or those who assist You to participate in the game of Polo, for death, injury or damage to property caused by or any in any way connected with Your participation in the game of Polo. It is Your responsibility to arrange Your own insurance covering You for these risks.

Hold Harmless Agreement

In consideration of WAPA purchasing public liability insurance covering WAPA for its legal liability to pay compensation to a Claimant, ordered to be paid in Australia, You agree to:

- Hold harmless WAPA, its directors, officers, agents, employees, its Affiliated Clubs and any Member for Your death and any injury that you may suffer, whatever the cause, including WAPA’s negligence, the negligence of an Affiliated Club, a Member’s negligence or the negligence of someone who represents or acts for WAPA or an Affiliated Club.
- Hold harmless WAPA, its directors, officers, agents, employees, its Affiliated Clubs and any Member for any damage to Your property, whatever the cause, including WAPA’s negligence, the negligence of an Affiliated Club, a Member’s negligence or the negligence of someone who represents or acts for WAPA or an Affiliated Club.
- Waive all legal rights that You could have against WAPA and its directors, officers, agents, employees, its Affiliated Clubs and any Member for their civil liability for Your death or injury or damage to Your property that, but for this agreement, you may have against them due to their breach of contract, negligence or breach of statutory provisions and regulations.
- Indemnify WAPA, its directors, officers, agents, employees, its Affiliated Clubs and other Members against any claims made against them for any injury that Your employees or those who assist You to participate in the game of Polo may suffer or for damage to their property, whatever the cause, including WAPA’s negligence, the negligence of an Affiliated Club, a Member’s negligence or the negligence of someone who represents or acts for WAPA or an Affiliated Club.

Player Name: _____

Witness Name: _____

Player Address: _____

Witness Address: _____

Player Signature: _____

Witness Signature: _____

President/Sec Name: _____

President/ Sec Signature: _____

Club Name: _____

Date: _____