

RELEASE AND INDEMNITY AGREEMENT

I request permission to attend and/or participate in activities at Innisfree Farms LLC, SummerGrove Farm LLC, Cloghroe Farm LLC, Terral Farm LLC, Carpathia Polo Farm/Koga LLC and/or The New Orleans Polo Club including but not limited to: _____ Polo _____ Training/Clinics _____ Training/Instructor
_____ Other (Explain) _____

In consideration for the privilege of riding, working, attending and/or participating in activities at Carpathia Farm / Koga LLC, Innisfree Farms LLC, SummerGrove Farm LLC, Cloghroe Farm LLC, Terral Farm LLC and with The New Orleans Polo Club, the undersigned, his/her heirs, guardians and legal representatives (collectively referred to as "Participant") hereby agree to the following:

1. Under Louisiana law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to R.S. 9:2795.1.

Participant acknowledges his/her full understanding of the Louisiana law stated above and fully acknowledges the inherent risk in riding and working around horses, which risks include bodily injury from using, riding or being in close proximity to horses among other risks, and further that both horse and rider can be injured in normal use or in competition and schooling.

2. Participant agrees to defend, indemnify, hold harmless and release Carpathia Farm / Koga LLC, Innisfree Farms LLC, SummerGrove Farm LLC, Cloghroe Farm LLC, Terral Farm LLC and The New Orleans Polo Club and their masters, officers, directors, members, employees, insurers, successors, assigns, subsidiaries, affiliates, agents, guests and any landowners, landholders or any other person/entity making property available to Participant (collectively the "Released Parties") from any and all liability whatsoever and agrees not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Participant's use of or presence upon the Released Parties' property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages regardless of the cause and regardless of whether caused by any act, omission, negligence, gross negligence, strict liability, or breach of warranty of the Released Parties

3. Participant agrees to assume any and all risks involved in or arising from the Participant's use of or presence upon Released Parties' property and facilities including but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.

4. Participant agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

5. Participant agrees that if anyone makes any claims because of an injury to Participant (including death), or for any damage to Participant's property, Participant will defend and indemnify the Released Parties from such claims, including but not limited to payment of all damages and costs related to such claims.

6. If Participant is using his/her horse, the horse shall be free from infection, contagious or transmissible disease. The Released Parties reserve the right to refuse any horse if not in proper health or is deemed dangerous or undesirable.

7. Participant agrees to abide by all of the Released Parties' rules and regulations.

8. It is the responsibility of the Participant to carry full and complete insurance coverage on his/her horse, personal property and himself/herself, and Participant bears the risk of loss.

9. Participant agrees to defend, indemnify and release the Released Parties from any liability should Participant's horse(s) cause injury to any person(s), animals or property.

10. Participant agrees to wear a hard hat at all times while riding at Carpathia Farm / Koga LLC, Innisfree Farms LLC, SummerGrove Farm LLC, Cloghroe Farm LLC, Terral Farm LLC and with The New Orleans Polo Club and to obey all rules set forth by the Farms or the Club.

11. The Participant warrants that he/she is able to safely engage in activities on the Released Parties' property.

12. This Agreement is non-assignable and non-transferable and is made and entered into the State of Louisiana, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Released Parties and Participant and Participant's parent or guardian, if Participant is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

Participant further declares that he or she has read this Agreement and fully understands its contents and has signed this _____ day of _____, 2025.

Signature _____ **Date** _____
(Parent or Guardian must sign for those under 18 years of age)

Print _____

Address _____ **Phone** _____

Witness _____ **Date** _____

Witness _____ **Date** _____