

By completing this tick-box I thereby irrevocably:

1. Confirm that I am the parent or legal guardian of the minor whose details I have entered / recorded in the South African Polo Association Minor (U/18) Membership – Parent / Guardian Form (the "**Minor**").
2. Confirm that I have assisted the Minor to complete his / her membership application; have explained the terms of the tick-box agreement appearing therein; and consent to the Minor entering into that agreement (the "**Tick-Box Agreement**") and completing the tick-box.
3. Acknowledge and confirm that I willingly and voluntarily consent to the Minor participating in Events, as defined in the Tick-Box Agreement, and am aware of the risks inherent in the Minor participating in, observing and / or attending at any Event. I assume all such risks, to the exclusion of the Indemnified Persons (as defined below).
4. Acknowledge and confirm that I am aware of, appreciate and understand the risks of the Minor participating in, observing or attending any Event, which risks may include, but are not limited to, the risk of: loss of, theft of, and / or damage to property, equipment or possessions; bodily injury, physical impairment, mental impairment, or death; seeing the Minor being injured or killed; possible exposure to, and illness from, infectious and other diseases (whether animal or human borne); and damage to, injury to or the death of animals involved in the Event. I further accept that there are additional risks to me flowing from the Minor being exposed to the above risks and potentially one or more of these risks coming to pass.
5. Acknowledge that, notwithstanding the risks set out above, I consent to the Minor attending, observing and / or participating in Events, and accept that the Minor does so entirely at the Minor's own risk.
6. Agree to comply with any health or safety instructions communicated to me by SAPA, SAPA affiliates and/or any its officials in relation to an Event.
7. Acknowledge that:
  - 7.1 SAPA;
  - 7.2 SAPA's affiliated clubs;

- 7.3 SAPA's associated members;
- 7.4 Event venue hosts;
- 7.5 any persons and/or juristic entity related to SAPA (as contemplated in sections 2(b) and (c) of the Companies Act, 2008) (together, the ("**SAPA related entities**")); and
- 7.6 any patron, president, sponsor, executive committee members, officer, official, steward, partner, member, agent, subcontractor, staff employee, club and/or venue of SAPA or the SAPA related entities,  
  
(collectively, the "**Indemnified Persons**"),

shall, to the fullest extent permissible in law, have no liability or responsibility to me (and, to the extent permissible in law, the Minor) whatsoever:

- 7.7 in the event of my or the Minor's injury or death, including any physical, mental or emotional injury or impairment;
- 7.8 for loss of or damage to any of my or the Minor's equipment, property or possessions (including where such equipment, property or possession is owned by me or the Minor, possessed by me or the Minor, used by me or the Minor is under my or the Minor's control);
- 7.9 in relation to me or the Minor being exposed to, or contracting, any infection, disease, illness or condition (whether animal or human borne), and in relation to any consequences flowing – directly or indirectly – from this; or
- 7.10 in the event of any animals belonging to me or the minor, used by me or the Minor, under my or the Minor's control or owned by me or the Minor becoming injured, sick or deceased,

directly or indirectly as a result of, as a consequence of, and/or in relation to me or the Minor participating in, observing or attending any Event (and this includes but is not limited to instances where the items in 7.7 to 7.10 above arise from, are caused by or are contributed to by the negligence or omissions of the Indemnified Parties) (the "**Harm**").

- 8. Hold the Indemnified Persons harmless for any Harm; waive all claims and causes of action against the Indemnified Persons in relation to the Harm; and undertake

not to sue, arbitrate against, institute proceedings against or litigate against the Indemnified Persons in relation to any Harm.

9. Irrevocably waive any claim I (and, to the extent such a waiver is permissible in law, the Minor) may have against the Indemnified Persons for any Harm. These claims include, but are not limited to, any and all claims for damages (including, without limitation, special, indirect or consequential damages), loss of profit, losses, expenses, reputational damages or costs of whatsoever nature ("**Losses**"), arising from the Harm, be it directly or indirectly.
10. Indemnify the Indemnified Persons against any Losses they suffer as a (direct or indirect) result of, consequence of and/or in relation to me or the Minor participating in, observing or attending any Event. This includes losses resulting from third party claims and damage done directly or indirectly to the Indemnified Party itself. This indemnity does not extend to any liability which legally cannot be indemnified against.
11. Confirm that I understand, acknowledge, and appreciate the meaning and extent of this form and that it is intended as a complete and final release from any and all possible liability on the part of the Indemnified Parties in relation to any claim that may arise in respect of the Harm.
12. Acknowledge and accept that no medical or other personal condition of mine or the Minor detracts from, limits or over-rides any of the undertakings and acknowledgements set out above.
13. Consent to (1) SAPA, (2) any of the SAPA related entities and/or (3) any third parties mandated by SAPA, including its agents and contractors (with entities (1) to (3) constituting "the Processor") processing certain of my and/or the Minor's personal information, including:
  - 13.1 the Minor and / or my name, surname, identity number, passport details and associated documentation; and
  - 13.2 the Minor and / or my contact information,collectively, (the "**Data**"), and that this consent will remain in place until withdrawn in writing by notice to SAPA.

14. Note that, to the extent that it is necessary, the Processor will process the Data for purposes of:
  - 14.1 the Minor's (potential and actual) membership with SAPA;
  - 14.2 SAPA's membership records;
  - 14.3 performing verification checks to verify the identification and contact details the Minor and I provide;
  - 14.4 any litigation that may involve the Minor and / or me in the context of the Minor's membership of SAPA or the rights SAPA has under the rules and regulations of SAPA, which are available on [HPA Rules & Regulations](#), in terms of this agreement or the agreement entered into with the Minor;
  - 14.5 communicating with the minor and / or me (and will retain a record of communications, including communication from the Minor and / or me).
15. Acknowledge that I have the right to:
  - 15.1 withdraw my consent regarding the processing of the Minor's or my Data at any time by contacting the Processor at [admin@sapolo.co.za](mailto:admin@sapolo.co.za);
  - 15.2 access and rectify the Data; and
  - 15.3 object at any time to the processing of the Data.
16. Accept that, if I withdraw my consent as per 15.1 above, the Minor's membership of SAPA will automatically and simultaneously also terminate.
17. Consent to the Processors processing the Minor's and / or my Data in accordance with the provisions of this form and the Protection of Personal Information Act, 2013.
18. Acknowledge and agree that all of the provisions of this checkbox agreement, including but not limited to all consents, indemnities, waivers and / or acknowledgements herein, shall:
  - 18.1 apply at all times that the Minor is a member of SAPA;

- 18.2 continue to apply upon the Minor renewing the Minor's membership with SAPA, even though neither the Minor nor me will complete a separate checkbox agreement upon each such renewal (ie: these terms will automatically apply when the Minor renews the Minor's membership, be it through payment of annual fees or some other mechanism);
- 18.3 in the event of any interruption and / or termination of the Minor's membership with SAPA, continue to apply upon the resumption of the Minor's membership with SAPA; and
- 18.4 apply for the entirety of any period during which the Minor is a member of SAPA (subject to clause 20 below).
19. Understand that this agreement creates rights for SAPA which may endure after any termination of the Minor's membership with SAPA – for example, if a claim arises during a period in which the Minor is a SAPA member and the Minor subsequently terminates such membership, that will not terminate SAPA's rights in relation to such claim / incident as set out in this checkbox agreement or the checkbox agreement with the Minor. Termination of membership will thus not terminate any rights already vested in SAPA or which, expressly or by necessity, must continue to apply.
20. Acknowledge, agree and accept that upon reaching 18 years of age the Minor's membership with SAPA will automatically terminate, and that the Minor is not permitted (as a member) to participate in, observe, and / or attend any Event, without first having registered as an adult member and having completed and submitted the adult membership form and completing the tick-box applicable to members over the age of 18 years, which is accessible at [South African Polo Association Adult Membership Form](#).
21. Acknowledge that, with this tick-box agreement, I have also provided SAPA with my name and contact details, and undertake to alert SAPA should any of these change, such that SAPA is, at all times, in possession of my correct information.
22. Agree that any portion of above paragraphs which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written and severed from

the balance of this form, without invalidating the remaining provisions of this form or affecting the validity or enforceability of such provisions.

23. Agree that this form contains clauses which operate to the benefit of entities and individuals who are not part of the form, being the Indemnified Parties, and any of these Parties may accept the benefit of one or more of the stipulations herein in writing at any time, without notice to me or the Minor, and the effect of (and benefits associated with) such acceptance will be retroactive to the date I ticked the tick-box.