

By completing this tick-box I thereby irrevocably:

1. Acknowledge and confirm that I have read, understood, agree to and accept as binding on me the rules and regulations of the South African Polo Association ("**SAPA**"), which are available on [HPA Rules & Regulations](#) ("**the Regulations**"). If there is any conflict between the Regulations and this form, the provisions of this form will, to the extent of that conflict, prevail.
2. Acknowledge and confirm that my participation in, observance of and / or attendance at any event (including but not limited to any tournament, trial, exhibition, training and/or practice event) hosted, organised, sanctioned, and/or promoted by SAPA (the "**Event**") is voluntary and of my own volition.
3. Acknowledge and confirm that I am aware of, appreciate and understand the risks of 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 and / or possessions; bodily injury, physical impairment, mental impairment, or death; 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.
4. Acknowledge that, notwithstanding the risks set out above, I elect to attend, participate in and / or observe the Event, and accept that I do so entirely at my own risk, regardless of the capacity in which I attend and / or participate in the Event.
5. 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.
6. Acknowledge that:
 - 6.1 SAPA;
 - 6.2 SAPA's affiliated clubs;
 - 6.3 SAPA's associated members;
 - 6.4 Event venue hosts;

6.5 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

6.6 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 whatsoever:

6.7 in the event of my injury or death, including any physical, mental or emotional injury or impairment;

6.8 for loss of or damage to any of my equipment, property or possessions (including where such equipment, property or possession is owned by me, possessed by me, used by me or is under my control);

6.9 in relation to me 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 and / or related to this; or

6.10 in the event of any animals belonging to me, used by me, under my control or owned by me becoming injured, sick or deceased

directly or indirectly as a result of, as a consequence of, and/or in relation to me participating in, observing or attending any Event (and this includes but is not limited to instances where the items in 6.7 to 6.10 above arise from, are caused by or are contributed to by the negligence or omissions of the Indemnified Parties) (the "**Harm**").

7. 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.

8. Irrevocably waive any claim I 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.
9. Indemnify the Indemnified Persons against any Losses they suffer as a (direct or indirect) result of, consequence of and/or in relation to me 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.
10. 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.
11. Acknowledge and accept that no medical or other personal condition of mine detracts from, limits or over-rides any of the undertakings and acknowledgements set out above.
12. To the extent that I use a groom at any Event, or – at my invitation or instance – a groom participates at an Event, I indemnify the Indemnified Persons against any Losses they suffer as a (direct or indirect) result of, consequence of and/or in relation to (1) the groom assisting me, participating at or rendering services at said Event or (2) any harm suffered by the groom at said Event. This includes losses resulting from third party claims, claims by the groom 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.
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 personal information, including:
 - 13.1 my name, surname, identity number, passport details and associated documentation; and

- 13.2 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 your (potential and actual) membership with SAPA;
 - 14.2 SAPA's membership records;
 - 14.3 performing verification checks to verify the identification and contact details you provide;
 - 14.4 any litigation that may involve you in the context of your membership of SAPA or the rights SAPA has under the SAPA Regulations, or in terms of this agreement;
 - 14.5 communicating with you (and will retain a record of communications, including communication from you).
15. Acknowledge that I have the right to:
- 15.1 withdraw my consent regarding the processing of my Data at any time by contacting the Processor at 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, my membership of SAPA will automatically and simultaneously also terminate.
17. Consent to the Processors processing my Data in accordance with the provisions of this form and the Protection of Personal Information Act, 2013 ("**POPIA**").
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 I am a member of SAPA;
- 18.2 continue to apply upon me renewing my membership with SAPA, even though I will not complete a separate check-box agreement upon each such renewal (ie: these terms will automatically apply when I renew my membership, be it through payment of annual fees or some other mechanism);
- 18.3 in the event of any interruption and / or termination of my membership with SAPA, continue to apply upon the resumption of my membership with SAPA; and
- 18.4 apply for the entirety of any period during which I am 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 my membership with SAPA – for example, if a claim arises during a period in which I am a SAPA member and I subsequently terminate such membership, that will not terminate SAPA's rights in relation to such claim / incident as set out in this checkbox agreement. Termination of my membership will 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 my membership with SAPA will automatically terminate, and that I am 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, and the effect of (and benefits associated with) such acceptance will be retroactive to the date I ticked the tick-box.

24. Record that I have been assisted by an adult (being my parent or guardian) over the age of 18 years ("**the Adult**"); that the Adult has explained this form to me; and that I understand and agree to the contents of this form. I further record that the Adult has consented to me entering into this agreement, signing the tick-box and, in accordance with section 35 of POPIA, to the processing of my personal information.