



SAMPLE APPLICATION

NOTE: This application is only a sample and should not be used for any type of application to the Triple Crown of Polo or its member clubs. No applications sent in using this form will be honored.

By my signature below, I hereby subscribe to enter a team in the 2005 Triple Crown of Polo concurrently applying for a tournament position and appropriate individual seasonal memberships to its member clubs. Upon acceptance, each team member must submit an individual membership application and signed release and grant of rights form.

TEAM NAME: _____

SPONSOR INFORMATION:

Name of Applicant: _____

Name of Spouse: _____

Children's names: _____

Residence: _____ Billing Address: _____

_____ City State Zip City State Zip

Telephone: _____ Cellular: _____

BUSINESS DATA:

Name of Business: _____

Title: _____ Telephone #: _____

Address: _____ Fax #: _____

_____ Email: _____
City State Zip

OTHER CLUB REFERENCES:

Name of Polo Club: _____ Participation Dates: _____

Tournament Goal Rating: _____ No. Years as Member: _____

This application is submitted with my team entry deposit in the amount of \$(check with club) for the 2005 High Goal

Season. I understand that the Tournament Committee must approve this team entry application. I agree that this team entry deposit is non-refundable after the Tournament Committee has accepted the application. Furthermore, I understand that the tournament and green fees must be paid by January 31, 2006 to confirm my team's participation. In the event this application is not accepted for any reason, my deposit will be returned by February 24, 2006.

(Signature required) Date

Grant of Rights to Clubs

THIS AGREEMENT is effective as of this date _____, as defined below, between the TCP member clubs ("Clubs"), and _____ ("Player").

WHEREAS, Clubs are the host for the 2005 Triple Crown of Polo Season; and

WHEREAS, Clubs desire to accept individual membership application by Player, as a Polo Player and to permit Player's participation in the 2005 Triple Crown of Polo Season and scheduled tournaments at polo events utilizing polo players in front of paying or nonpaying audiences, which may or may not be taped or recorded for television distribution, and Player desires to participate at Clubs upon the terms and conditions of the Clubs, including this Entry Application.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby agree as follows:

Player grants Clubs the sole, perpetual, and exclusive right, but only in connection with the production, distribution, exhibition, advertising and exploitation of polo events, to do the following:

- (a) Photograph, videograph, or otherwise reproduce all or any part of Player's performances and appearances of every kind and nature made or done in connection with Player services under this Agreement;
- (b) Record or otherwise reproduce Player's voice and all related music or sound effects in connection with Player performances and appearances;
- (c) Reproduce and transmit all or portions of Player's performances and appearances either separately or in conjunction with such performances and appearances as Club may desire;
- (d) Exhibit, transmit and reproduce and license others to exhibit, transmit or reproduce (whether by means of television, motion picture, radio, televised motion picture, printing, the Internet, or any other means now known or unknown) Performer's performances and appearances;
- (e) Use, and license others to use, Performer's name, Performer's nickname and identification, reproductions of Player's physical likeness (including photographs, drawings or other visual reproductions), reproductions of Player's voice, and biographical information in any article, product or service, including, marketing the polo events, but not limited to recorded media of all kinds (known or now unknown), novelizations, photonovels, programs, posters, and the like.

The provisions of this Section shall survive termination of this Agreement for any reason.

PLAYER ACKNOWLEDGES THAT HE/SHE HAS READ THE TERMS AND CONDITIONS OF THIS AGREEMENT AND UNDERSTANDS ALL SUCH TERMS AND CONDITIONS. PLAYER ACKNOWLEDGES THAT HE/SHE HAS HAD AMPLE OPPORTUNITY TO RECEIVE LEGAL COUNSEL IN CONNECTION WITH SIGNING THIS AGREEMENT AND IF PLAYER HAS NOT RECEIVED SUCH COUNSEL, IT WAS PLAYER'S VOLUNTARY DECISION NOT TO SEEK SUCH COUNSEL.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____, 2006.
TCP MEMBER CLUBS ("CLUB")

By: _____
PLAYER:
President

Please read the Release Form on this page carefully before signing.

All three forms (Reservation Request, Deposit & Team Entry Application, Grant of Rights and the Release Form) must be completely filled out and submitted to the Clubs.

RELEASE

In consideration of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as the areas to which admission by general public spectators is prohibited), or being permitted to compete, officiate, observe work for, or for any other purpose participate in any way in the polo events at the Clubs, EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any such restricted areas, and will continuously thereafter, inspect such restricted area or areas and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon such restricted area or areas and his participation, if any, in the event constitutes an acknowledgment that he has inspected such restricted area and that he finds and accepts the same as being safe and responsible suited for the purposes of his use, and he further agrees and warrants that if, at any time, he is in or about restricted areas and he feels anything to be unsafe, he will immediately advise the officials of such and will lease the restricted area(s):

- 1) HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, the TCP member clubs, ("Clubs"), Triple Crown of Polo, L.L.C. ("TCP") or members of Clubs and TCP, the promoters, other participants, operators, officials, any persons in the restricted area, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all for the purposes herein referred to as "releasees" from all liability to the undersigned, his personal representatives, assigns, heirs and next of kin for any and all damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in or upon the restricted area, and/or, competing, officiating in, observing, or working for, or for any other purpose participating in the event.
- 2) HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the releasees or otherwise.
- 3) HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY

INJURY, DEATH, OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while in or upon the restricted area and/or while completing, officiating, observing, or working for, or for any purpose participating in the polo events.

4) EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities at the polo events and in the restricted areas are dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the Province or State in which the events are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

This waiver, release and indemnification agreement specifically embraces each and every event sanctioned, authorized or promoted by said releasees during the entire season and applies to each and every event sanctioned, authorized or promoted by said releasees during the entire season and applies to each and every event, or activity hereinabove mentioned, and has the same effect as if executed after each and every activity in which the undersigned participates so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every hereinabove described.

Name Printed _____

Signed _____

Witness Name Printed _____

Signed _____

Date _____