

Horse Lease Agreement and Release

I, _____, (Lessee) hereby agree to pay the amount of \$_____ for the use of the horse(s) listed in the attached Exhibit A (Horses), for the period beginning _____ and ending _____ (Period) subject to the terms listed below from Virginia Polo, Inc. (Lessor).

A boarding fee of \$_____ per month will be charged for each Horse kept with Virginia Polo, Inc. The boarding fee is due in advance and payable by the 5th day of each month.

Lessee certifies that he has inspected the Horses that he is Leasing and that they are appropriate for the stated needs. Lessee understands that horses are unpredictable and can be dangerous at times for unexplainable reasons. Lessee understands and accepts the risk to himself or others, up to and including death, that may result from the use of the Horses. Lessor makes no express or implied representation regarding the Horses as to their fitness, suitability or safety. Lessee hereby releases and holds the University of Virginia, University of Virginia Alumni Association, Virginia Polo, Inc., its Board of Directors, and employees and agents harmless for any injuries (including death) and/or damages that may result from Lessee's or others' possession and/or use of the Horse(s) of from this Agreement.

Terms

1. The idea of this agreement is to provide a suitable polo pony for use by amateurs for "recreational polo". These horses are to be used and cared for in a manner that will allow for their continued health, condition and use during the fall polo season at the Virginia Polo Center.
2. The Lease fees are to be paid in advance.
3. Lessee shall be responsible for all shipping costs to/from the Virginia Polo Center.
4. The Horses shall be used only by the Lessee or as designated in writing below. There will be no lending or subleasing of any Horses without the prior written consent of Lessor. Any violation of this will result in immediate termination of Agreement. (No refund will be provided.)
5. There will be no refund for early termination of the Lease.
6. Any Horse leased for grass polo will not be allowed to double-chukker, unless approved below.
7. The Lessee shall be responsible for all routine costs associated with the care and maintenance of the Horse(s) such as feed, shoeing and any veterinary care during the Period.
8. "Reasonable" care must be provided for all Horses. If it is determined by Lessor that the Horses are not being cared for to Lessor's satisfaction, the Lease will be terminated immediately and the Horses shall be returned to Lessor at Lessee's expense and no refund shall be due.

9. Should Lessee determine a Horse unsuitable for non-medical reasons, Lessor shall make reasonable efforts to provide a replacement horse, but transportation cost shall be borne by Lessee.
10. Should Lessee determine a Horse unsuitable for medical reasons (past injury or chronic condition), Lessor will make reasonable efforts to provide a replacement horse, but transportation cost shall be borne by Lessee and no refund shall be due.
11. Should Lessee determine a Horse unsuitable for medical reasons caused during the Lease, Lessee shall be responsible for the veterinary costs and shall maintain the Horse until the medical issue has been corrected. In such event, Lessor will make reasonable efforts to provide another horse for an additional Lease amount.
12. Lessor reserves the right to use the Horses for one weekend in September for fundraising purposes. In such event, Lessor shall be responsible for the related transportation costs if the Horses are located over 60 miles from the Virginia Polo Center.
13. The undersigned further understands, covenants and agrees that by signing this Horse Lease Agreement and Release, he/she, as well as his/her heirs, next of kin, dependents, representatives, agents, executors, administrators, successors or assigns, will never institute any suit or action at law of otherwise against Lessor or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, loss of services, expenses or compensation for or on account of any damage, loss or injury either to the Lessee's person or property or both, which may result from the Lease or the Lessee's use of the Horses.
14. The person using the Horses will be: _____

Lessee
Signature _____

Date _____

Print Name _____

Virginia Polo, Inc.
Signature _____

Date _____

Print Name _____

Exhibit A

Horse's Name:

Description (color/sex/markings):

Approximate Age:

Purpose:

- _____ Grass Polo
- _____ Arena Polo
- _____ Trail Riding
- _____ Other

Double Chukker? _____ No _____ Yes

Restrictions/Comments:

Horse's Name:

Description (color/sex/markings):

Approximate Age:

Purpose:

- _____ Grass Polo
- _____ Arena Polo
- _____ Trail Riding
- _____ Other

Double Chukker? _____ No _____ Yes

Restrictions/Comments:

Horse's Name:

Description (color/sex/markings):

Approximate Age:

Purpose:

- _____ Grass Polo
- _____ Arena Polo
- _____ Trail Riding
- _____ Other

Double Chukker? _____ No _____ Yes

Restrictions/Comments: