



501 Martingale Trail, Oak Point, Texas 75068 214-390-3444 www.prestonwoodpolo.com

CODE OF CONDUCT

Each member agrees to the terms and conditions of the attached Waiver and Release document. Furthermore In support of the Mission Statement of Prestonwood Polo & Country Club (the "Club"), an Operating Creed and Code of Conduct has been developed to ensure a safe, friendly and respectful environment for our Members, visitors and staff while reaffirming the Club's operating philosophy. While not exhaustive, the statements below reflect the manner in which the Board of Directors envisions the Club being operated:

The Club's primary goal is to provide a family-oriented social and recreational club environment centered around the sport of Polo and other related equestrian activity. The Club should be made distinctive by the congeniality, compatibility and diversity of its membership.

Members should actively participate in Club activities, be willing to contribute and serve the Club when asked and support our dining and recreational facilities. Participation by our young people in Club activities will be encouraged.

Personal guests and family members are always welcome at Prestonwood with the sponsoring Member responsible for their group's behavior while visiting Club facilities. Members will be cognizant that they are representatives of Prestonwood Polo & Country Club when they are away from the Club.

Our staff will plan, manage and control the day-to-day operations of the Club under the guidance of the Board of Directors and the General Manager. They will be empowered and supported to enforce our Operating Creed and Club Code of Conduct.

The Club's community reputation objective is to be a Club in which membership is highly valued by virtue of its affable, compatible active Members and excellent facilities.

All stakeholders are expected to conduct themselves in a manner that creates an environment and culture that is reflective of the personal integrity and decorum consistent with a family polo and country club.

The following Code of Conduct calls for Members, visitors and staff to conduct themselves in a manner that:

Acknowledges the Club as a family friendly facility where business is also often conducted and refrains from using obscenities and loud, boisterous behavior inappropriate for children, family members, staff or business associates.

Demonstrates the utmost respect and dignity to fellow Members, staff and visitors.



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Understands that members and visitors will not reprimand Club employees.

Recognizes that Members and visitors do not have the authority to instruct staff in job performance and duties and is aware that the Club's General Manager is responsible for instructing the staff in the performance of their duties.

In attention, neglect, poor service or other improper conduct on the part of any Club employee should be reported to the General Manager or appropriate Committee Chair.

Understands that the membership, through the General Manager or Board members, may make suggestions and recommendation regarding the operation of the Club.

Acknowledges that we are all representatives of the Club when out in the community, at other Clubs or while enjoying our facilities.

Accepts responsibility for supervision of their children while on Club property. Children are expected to behave in an orderly, well-behaved manner and to not disrupt other Member's while at the Club.

Smoking is prohibited anywhere in the Pavilion Clubhouse or barns. Smoking is permitted outside these areas but please be respectful and properly dispose of cigarette butts in the trash cans and not on the grounds.

Acts in a responsible manner when consuming alcoholic beverages and understands that the General Manager or other authorized person may refuse to provide service to a Member, family or guest if judged to be intoxicated.

Use of any illegal drug substances on Club facilities is strictly prohibited and is subject to Texas law.

Any Member not adhering to these rules or who conducts themselves in an unbecoming manner shall be requested by the Staff or Manager on duty to leave Club property immediately. Members committing repeat offences will have their membership terminated WITHOUT REFUND.

Most rules infractions will be brought to the attention of the offending Member, spouse, dependent or guest by the professional staff in as courteous manner as possible. The Board of Directors shall be the sole judge of all discipline matters. Before any member may be disciplined, a signed written complaint must be delivered to the General Manager and President. Complaints will be resolved within 30 days of the complaint or at its next regularly scheduled Board meeting.



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PARTICIPANT'S RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

This is an agreement between the Undersigned (or minor in my charge) and Prestonwood Polo Club LLC dba Prestonwood Polo & Country Club including any of its related entities, owners, shareholders, officers, agents, employees, contractors, affiliates, licensees, franchisees and any other polo clubs it associates with and including Vaughn Miller personally (collectively referred to as the "Club").

I, _____ (hereinafter the "Undersigned") with on behalf of myself, my personal representatives, heirs, next-of-kin, spouse and assigns HEREBY:

1. Acknowledge that horseback riding is a dangerous activity and involves RISKS that may cause SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
2. Knowing these facts and in consideration of your acceptance of this form, I voluntarily assume the risk and danger of injury or death inherent in horseback riding activities. I hereby **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the Club, doing business under its own name or any other name and/or any of its owners, officers, employees, agents, sponsors and sanctioning organizations (hereinafter the "Club"), for any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.
3. Release the Club from any claim that such Club are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or supervising riding activities.
4. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** the Club and its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with any event, my use of a horse and any equipment or gear provided therewith or any acts or omissions of employees or agents.
5. Agree to abide by and follow any instructions given or rules established by the Club or any of its employees, agents or volunteers with regard to my participation in any event, use of a horse or any equipment or gear provided therewith.
6. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Texas and is intended to be as broad and inclusive as is permitted by Texas law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
7. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Club or its owners, agents, employees, judges or managers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Club in defending such an action.
8. I hereby release the Club to use any photographs and/or other media that may be taken of me Club website and/or other promotional materials.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND IT IS A RELEASE AND INDEMNITY FOR ALL CLAIMS.

SIGNATURE _____ DATE _____

Print Name & Address: _____

Cell Phone & Email Address: _____

PARENT / GUARDIAN WAIVER - FOR MINOR

If the person who is to enter into this agreement (referred to as the "Undersigned" above) is under eighteen (18) years of age, his/her parent or guardian must read and sign the following:

I, _____, acting as parent, natural guardian or legal guardian of _____ (hereinafter "the "minor") hereby affirms that he/she had read the Agreement, understands the Agreement and understands that the Agreement is a release of all claims for injury, death and property damage, and understands and consents to the terms on behalf of him/herself and on behalf of the minor, and agrees to indemnify and save and hold harmless the Club from any loss, liability, damage, or cost they may incur because of any defect in or lack of capacity to act on behalf of minor in executing this Agreement.

Parent/Guardian:

By: _____ Date: _____