

COVID-19 WAIVER OF LIABILITY AND RELEASE

I, _____, understand that by taking part in equestrian activities at Folly Farm, including but not limited to: riding lessons, hacking, grooming, visiting horses, etc., my risk of contracting COVID-19 may be elevated. I agree to wear a mask, to protect myself and others, anywhere that social distancing (at least 6 feet apart) is not possible.

I represent that I am in appropriate health and physical condition to participate in riding and equestrian activities during 2020, and that I have no medical problems or issues which would endanger me or others due to such participation.

I acknowledge that participating in such equestrian activities will invariably place me in close proximity with other individuals and in contact with surfaces or areas that may have been handled, touched, or otherwise contacted by other individuals. Due to the nature of the activities as well as the participation of other riders, parents, coaches, or staff members, acknowledge that recommended social distancing may not be followed at all times during the equestrian activities. Surfaces and other areas or items, with which I come in contact, may not be free of viruses, pathogens, or other contaminants. I acknowledge that cases of the disease known as COVID-19, caused by contraction of the novel coronavirus have been confirmed throughout the United States and that the virus is highly contagious. By electing to participate in equestrian activities at Folly Farm, I acknowledge and fully assume all risk that I may be exposed to and contract COVID-19 or other communicable disease or illness, including as a result of actions or inactions by Folly Farm Inc, Folly Farm Show Stables LLC, farm employees or agents, other participants, or third parties.

I warrant that during the past 14 days, I have not (i) experienced any symptoms of COVID-19, including without limitation, fever, cough, or shortness of breath, (ii) been in contact with anyone with a suspected or diagnosed case of COVID-19, (iii) visited an area subject to a CDC Level 3 Travel Health Notice, (iv) been exposed to any person who visited an area subject to a CDC Level 3 Travel Health Notice in the last 14 days preceding exposure, (v) been informed or otherwise been given reason to believe that I have or may have contracted COVID-19, nor (vi) been informed or otherwise been given reason to believe that I may have been exposed to the novel coronavirus. **I hereby agree that if at any time the representations and warranties in this Release cease to be true, I will voluntarily refuse to (1) visit the farm, or (2) participate in equestrian activities.**

IN CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE IN EQUESTRIAN ACTIVITIES, I, ON BEHALF OF MYSELF AND OTHER RELEASORS, HEREBY KNOWINGLY, VOLUNTARILY,

UNCONDITIONALLY AND FOREVER RELEASE, HOLD HARMLESS, AND INDEMNIFY FOLLY FARM INC. AND FOLLY FARM SHOW STABLES LLC AND THEIR RESPECTIVE STAFF, CONTRACTORS, AGENTS, AND REPRESENTATIVES FROM ANY AND ALL SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LIABILITIES, LOSSES, DEBTS, CONTRACTS, SUMS OF MONEY, COVENANTS, CONTROVERSIES, AGREEMENTS, PROMISES, ERRORS, OBLIGATIONS, FEES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES) WHATSOEVER, WHETHER KNOWN OR UNKNOWN, OF WHATEVER TYPE OR NATURE, WHETHER AT LAW OR IN EQUITY, THAT I OR THE OTHER RELEASORS AT ANY TIME, HAVE HAD, OR HEREAFTER MAY HAVE AGAINST THE RELEASED PARTIES ARISING OUT OF OR IN ANY WAY CONNECTED (DIRECTLY OR INDIRECTLY) TO THE ACTIVITIES.

I hereby agree that if I am a parent/legal guardian signing on behalf of my minor child, that I am agreeing to all of the provisions stated herein (including, without limitation, the release, waiver, indemnity, and assumption of risk provisions on my own behalf, AND ON BEHALF OF MY MINOR CHILD.

I HAVE READ CAREFULLY THIS RELEASE, HAVE HAD AN OPPORTUNITY TO ASK QUESTIONS REGARDING ITS CONTENTS, AND FULLY UNDERSTAND ITS CONTENTS. I FULLY UNDERSTAND THAT I AND/OR A MINOR FOR WHOM I AM SERVING AS A PARENT/LEGAL GUARDIAN, ARE HEREBY WAIVING AND RELEASING ALL RIGHTS OF RECOVERY OF DAMAGES AGAINST THE RELEASED PARTIES AND ARE ASSUMING ALL RISKS RELATED TO THE ACTIVITIES AND I SIGN IT OF MY OWN FREE WILL.

Signature: _____

Printed Name: _____

Date: _____

Age: _____

If you are a parent/legal guardian, please identify the name and age of the minor on whose behalf you are executing this Waiver of Liability and Release:

Name of Minor: _____

Age of Minor: _____