Appleton Equestrian, LLC Covid-19 Waiver and Release of Liability

Effective Date: March 31, 2020

In consideration of my use of the facilities located at 1966 Appleton, Rd, Elkton, MD 21921 provided by Appleton Equestrian, LLC (the “company”), I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the company and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries, illness or death, including exposure to, or contraction of, the Covid-19 sustained by me, or my guests in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the company.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, illnesses, damages (both economic and non-economic), and losses of any type, which may occur to me or my guests, and I hereby fully and forever release and discharge the company, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold the company harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries, illness or damages sustained by me or my guest.

I agree to be solely responsible for safety and well-being of my guests and myself. I understand that the company is in no way responsible for any occurrence or transmission of Covid-19 at the facility.

I agree to comply with all rules imposed by the company regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times. Further, I agree to refrain from using any equipment in a manner inconsistent with its intended design and purpose or in a manner that is in violation of the company’s rules as communicated by an agent, director, officer, employee, associate or affiliate of the company. I understand that if I do not comply with the company’s rules, I may be asked to leave the facilities. In the event of such a violation, I agree to leave the facilities without argument and without disparagement of the company, either to individuals or via social media.

I understand and acknowledge that I may be asked not to come to the facilities at the sole discretion of the company in order to prevent or control the spread of Covid-19, even if my property, including but not limited to my horse, remains at the facilities. I agree to comply with such request and understand that my financial obligations to the company regarding the care and maintenance of my property will be unaffected regardless of my presence at the facilities.

I understand and acknowledge that the use of the facilities involves risk of serious injury or illness, including permanent disability and death.

I understand and agree that the company is not responsible for property that is lost, stolen, or damaged while in, on, or around the facilities.

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

**THE FOREGOING WAIVER AND RELEASE OF LIABILITY SHALL BE EFFECTIVE AS OF THE DATE SET FORTH ABOVE.**

**I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.**

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_