

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to BE ON PREMISES at FRIENDS OF THE GUNPOWDER FALLS STATE PARK GRAHAM AREA d/b/a GRAHAM EQUESTRIAN CENTER ("GEC"), I, on behalf of myself and any minor child/children for whom I have the capacity of contract, hereby acknowledge and agree to the following:

Symptoms of the novel Coronavirus ("COVID-19") include: Fever, Fatigue, Dry Cough and Difficulty Breathing.

- I understand the above symptoms and affirm that I, any minor child/children, as well as all household members, do not currently have, nor have experienced the symptoms listed above **WITHIN THE LAST 14 DAYS.**
- I affirm that I, any minor child/children, as well as all household members, have not been diagnosed with COVID-19 **WITHIN THE PAST 30 DAYS.**
- I hereby promise and covenant to inform GEC immediately should my responses to any of the above two affirmations change.
- I understand the hazards of COVID-19 and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I understand and acknowledge that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.
- Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in horseback riding activities on GEC's premises.
- I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in horseback riding activities and hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE (on behalf of myself and any minor child/children for whom I have the capacity to contract) GEC or any of its officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result of my being on the premises and participating in horseback riding activities.
- I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorney and paralegal fees, costs and disbursements, whether of in-house or outside counsel and whether an action is brought on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
- It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Maryland. ***I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT TO THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND TO PARTICIPATE IN HORSEBACK RIDING ACTIVITIES.***

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed, no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent, and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver of Liability and Hold Harmless Agreement under seal on this ____ day of _____, 2020.

Signature: _____

Printed Name: _____

Name(s) of Minor Child(ren): _____

COVID-19 Policies for Lesson Students and Leasers

1. If you have symptoms of COVID-19 or have been around someone that does, do not come on the premises
2. All riders (students and leasers) must sign GEC's COVID-19 liability release form prior to their lesson or ride
3. Riders must have their own helmet - GEC helmets are not to be used
4. Lessons will be scheduled at the discretion of the instructor. Students who do not meet the following criteria cannot take lessons at this time, instructors may refuse lessons for reasons not listed here:
 - a. Student must have their own helmet
 - b. Student must be able to mount/dismount the horse by themselves without assistance
 - c. Student must have sufficient skills in managing their reins such that instructors do not have to physically adjust their reins for them
 - d. Student must have sufficient skills in managing their body position such that instructors do not have to physically adjust their bodies for them
5. 6 foot social distancing is to be practiced at all times- this includes if your instructor has to help you with your tack-you must back away
6. Masks are required to be worn at all times except when in the saddle. Keep your mask on your person at all times
7. Students / leasers must wash hands on their way in and out of the property
 - Wash stations are available next to the upper arena and in the lesson area by the hose
8. Only 1 lease ride can be scheduled at a time, in **90 minute** time slots - leasers are not to overlap their appointments with other leasers - leasers must tack-up/un-tack in the stall closest to the lane marked station 6
9. Riders are only to be in the lesson area between the start time and end time of their scheduled appointment - not before and not after
10. Students / leasers are not to enter the main barn
11. Students are not to enter lesson tack or feed rooms
12. NO JUMPING - this includes cavalettis and any raised pole until further notice from instructors. This will be reevaluated on a case-by-case basis
13. Electronic payment is preferred.
 - If you must pay by check or cash, observe the following:
 - If paying by check**
 1. Have it already written out or bring your own pen
 2. Deposit the check in the designated area once the instructor has recorded it
 - If paying cash**
 1. Have cash already counted out and in an envelope marked with your name, the date, and the amount
 2. Deposit the envelope containing cash in the designated area once the instructor has recorded it

We apologize, but to maintain safe social distancing, at this time we are not accepting new students requiring beginner-level introductory lessons.