

## POWAY VALLEY RIDERS ASSOCIATION

### WAIVER OF LIABILITY AND RELEASE

I, the undersigned releasor ("**Releasor**"), hereby knowingly and intentionally enter into this Waiver of Liability and Release ("**Release** ") in which I unreservedly and irrevocably waive certain rights and potential rights as detailed herein.

Health; Medical and Physical Condition. I represent and warrant that I am in appropriate and sufficient good health and medical and physical condition to participate in the equestrian activities (the "**Activities**") in my capacity as a rider, official, coach, groom, staff member or spectator, as the case may be, and that I have no medical problems or issues which would endanger me or others due to such participation.

COVID-19 and Other Communicable Diseases. I acknowledge that participating in the 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 the other riders, officials, coaches, grooms, staff members and spectators (collectively, the "**Participants**") acknowledge that recommended social distancing may not be followed at all times during the Activities and that surfaces and other areas or items with which I may 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 the Activities, I acknowledge and fully assume all risk that I may be exposed to and contract COVID-19 or any other communicable disease or illness, including as a result of actions or inactions by the Poway Valley Riders Association (the "**Club**"), Club employees, volunteers or agents, other Participants or third parties.

Representations, Warranties and Covenants. I represent and warrant to the Club 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 14 days preceding the 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 have or may have been exposed to the novel coronavirus. **I hereby covenant and agree that if at any time the representations and warranties in this Release cease to be true, I will voluntarily refuse to (1) participate in any Activities, or (2) visit the Club.**

Informed Consent. By electing to participate in the Activities at any time, I, individually and on behalf of my heirs, successors, representatives, assigns, and any other person acting on my behalf (collectively, the "**Releasors**") expressly agree to assume and accept all risk arising from or relating to the Activities, including without limitation, any injury (including, but not limited to, bodily injury, contraction of COVID-19 or any other infectious disease, incapacity or death), irrespective of the cause thereof, including as a result of actions or inactions by other Participants or the Club.

WAIVER AND RELEASE OF LIABILITY; INDEMNIFICATION. IN CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE IN THE ACTIVITIES, I, ON BEHALF OF MYSELF AND THE OTHER RELEASORS, HEREBY KNOWINGLY, VOLUNTARILY, UNCONDITIONALLY AND FOREVER RELEASE, HOLD HARMLESS AND INDEMNIFY THE POWAY VALLEY RIDERS ASSOCIATION ("**PVRA**") AND THEIR RESPECTIVE AFFILIATES, MEMBERS, PARTNERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, ATTORNEYS, SUCCESSORS, PEDECESSORS, PARENTS, SUBSIDIARIES, AGENTS, REPRESENTATIVES AND ASSIGNS (COLLECTIVELY, THE "**RELEASED PARTIES**"), 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, 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 CAREFULLY READ 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 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: \_\_\_\_\_