

## Assumption of Risk, Policy Adherence and Waiver of Liability Relating to Infectious Diseases

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact.

Maryland Therapeutic Riding (MTR) has put in place preventative measures to reduce the spread of COVID-19; however, MTR cannot guarantee that our participants and volunteers will not become infected with COVID-19. Further, attending MTR activities could increase your risk of contracting COVID-19. Please be advised that there are inherent risks when participating in equine-assisted activities and therapies such as:

- Leather equipment (such as reins and saddles) cannot be completely disinfected.
- Staff and volunteers often must be hands-on in assisting clients and will not be able to practice social distancing at all times.

## There are also some issues that may INCREASE their inherent risk of infection such as:

- Underlying medical condition or age over 60.
- Struggles to maintain social distancing.
- Unable to comply with wearing a mask.
- Touches face/mouth frequently, drools.

## **New Sick Policy:**

All volunteers, participants and staff **MUST cancel** their participation in MTR activities if:

- You have symptoms of COVID-19 (fever of 100.4F or greater in the past 3 days, cough, sneezing, sore throat, headache, shortness of breath or difficulty breathing) or have been in close contact with someone who has symptoms.
- You know you have been exposed to COVID-19 or have been in close contact with someone who has been exposed.
- You have recently traveled to any high exposure area listed by the CDC or have been in close contact with someone who has traveled there.
- During initial re-opening phases, MTR has waived the no make-up policy for sick cancellations. Clients will receive credits for sessions cancelled due to sickness when notice is provided prior to the session.

Please notify MTR immediately at 443-494-3017 if you are sick with COVID-19, think you might have COVID-19, or have been exposed to someone who has tested positive for COVID-19.

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By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risks that I (or my child if under 18) may be exposed to or infected by COVID-19 by attending sessions at MTR and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at MTR may result from the actions, omissions, or negligence of myself and others, including, but not limited to, MTR employees, volunteers, and program participants and their families.\_\_\_\_\_ (initial here) On my behalf, and on behalf of my children (if under 18), I hereby release, covenant not to sue, discharge, and hold harmless MTR, its employees, volunteers, program participants and families of participants, agents, and representatives, of and from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to attendance and participation in sessions and/or activities at MTR and/or use of any MTR facilities, equipment or materials. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of MTR, its employees, volunteers, participants and families of participants, agents, and representatives whether a COVID-19 infection occurs before, during, or after participation in any MTR session or activity.\_\_\_\_\_ (initial here) By signing below, I acknowledge and represent that: (i) I have read the foregoing waivers, understand them and sign them voluntarily as my own free act and deed, including without limitation the release of liability contained in this document; (ii) I am sufficiently informed about the risks involved in participating in sessions and/or activities at MTR and use of the MTR facilities; (iii) no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; and (iv) I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this waiver shall be governed by and construed in accordance with Maryland law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provisions(s) shall be deemed modified to the limited extent necessary to permit enforcement of the waiver and release as a whole. This waiver and release remains in effect until such time that the State of Maryland lifts all COVID-19 related mandates, orders, and/or laws.\_\_\_\_\_ (initial here) I acknowledge that I have read and agree to adhere to MTR's Sick Policy and any additional procedures and safety precautions related to COVID 19 put forth by MTR. I understand that If I do not abide by MTR's procedures and safety precautions or MTR' Sick Policy, MTR can deny participation without liability to me. Date: Signature of Client/Volunteer or Guardian (if applicable) **Print Name of Signature Above Print Name of Client/Volunteer**