



BEVERLY EQUESTRIAN

Release, Waiver of Right to Sue, and Assumption of All Risks

This Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks Waiver ("Waiver") is given in part under the VIRGINIA EQUINE ACTIVITY LIABILITY ACT (Code of Virginia Section 3.2-6300 *et seq.*) as it may now provide or be hereafter amended (the "Act"). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated in this Waiver by reference. This Waiver is also given in part under the FLORIDA EQUINE ACTIVITY LIABILITY STATUTE (Florida Chapter 773.04 *et seq.*) as it may now provide or be hereafter amended (the "Statute") that provides that under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. This Waiver shall be so construed as to provide to Darrin Mollett, Bill Ballhaus, Beverly Polo, LLC, and/or Beverly Equestrian, LLC, (each an Equine Activity Sponsor and/or Equine Professional as those terms are defined in the Act and the Statute), and their owners, managers, employees, agents, heirs, and successors and assigns (hereinafter individually or collectively referred to as "Beverly") the fullest protection of a release, waiver of right to sue and assumption of all risks that is afforded to Beverly by the Act and the Statute and by general law.

In consideration for and for the purpose of participating in any Equine Activity, as that term is defined in the Act and the Statute, and including but not limited to, coming into contact with horses, land, jumps, equipment, or facilities either owned or controlled by Beverly, and/or receiving training or instruction from the agents or employees of Beverly, the undersigned (including any minor in whose behalf the undersigned signs this Waiver, hereinafter referred to as the "Participant") hereby agrees as follows:

The Participant hereby acknowledges that Participant has full and complete notice and understanding of the Act and the Statute and that Beverly shall not be liable for an injury to or death of Participant resulting from the intrinsic dangers of equine activities and, except as provided in the Act and the Statute, no Participant nor any Participant's parent, guardian, or representative shall have or make any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the intrinsic dangers of equine activities.

"Intrinsic dangers of equine activities" means those dangers or conditions that are an integral part of equine activities, including: (i) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability.

The Participant hereby releases and waives all rights that Participant may have or hereafter have against Beverly for death, personal injury or property damage that is in any way associated with the intrinsic dangers of equine activities; Participant does hereby waive Participant's right to sue or to bring any action against Beverly in connection therewith; Participant agrees to indemnify and defend Beverly from and to hold Beverly harmless against any such suit or action; including reimbursement of legal fees associated with the defense of any claim, and Participant hereby expressly assumes all risks and dangers of death, personal injury and property damages that are in any way associated with the intrinsic dangers of equine activities enumerated above.

The Participant hereby authorizes and consents to any emergency medical care that may at the time appear reasonable and appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an Equine Activity and

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 lessons and schooling jumper rounds during 2021 (the "**Activities**") in my capacity as a rider, coach, groom, parent/guardian, 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 rider, coach, groom, parent/guardian, or spectator (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 Beverly Equestrian ("**Beverly**"), its employees or agents, other Participants or third parties.

Representations, Warranties and Covenants. I represent and warrant to Beverly 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 Beverly.**

Informed Consent. By electing to participate in the Activities at any time during 2020, 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 Beverly.

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 DARRIN MOLLETT, BILL BALLHAUS, BEVERLY POLO, LLC, AND/OR BEVERLY EQUESTRIAN, LLC 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. **The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.****

Signature _____
Printed Name: _____
Date: _____

Confirm Age Over 18: YES or NO
Name of Minor: _____
Age of Minor: _____

COVID-19 PARTICIPANT HEALTH QUESTIONNAIRE

- 1. During the past 14 days, have you experienced symptoms of COVID-19, including fever, cough, or shortness of breath? o YES o NO
- 2. During the past 14 days, have you been in close contact with anyone with a suspected or diagnosed case of COVID19? o YES o NO
- 3. During the past 14 days, have you visited an area subject to a CDC Level 3 Travel Health Notice? o YES o NO
- 4. Have you 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? o YES o NO
- 5. Have you received a COVID-19 Test within the last 60 days? o YES o NO
If yes, when were you tested? _____
If yes, what were the results? _____
- 6. If you have received a positive COVID-19 test in the past 60 days, have you subsequently had your fever subside without use of fever-reducing medications? o YES o NO
- 7. If you have received a positive COVID-19 test in the past 60 days, have you subsequently had an improvement in your respiratory symptoms, such as cough and shortness of breath? o YES o NO
- 8. If you have received a positive COVID-19 test in the past 60 days, have you subsequently received two consecutive negative tests for COVID-19 RNA from respiratory specimens collected at least 24 hours apart? o YES o NO

I acknowledge that I may be required to, and will agree to, complete this Questionnaire every day or at such other frequency as shall be determined by Beverly. **I hereby certify by signing below that the above answers are true and correct to the best of my knowledge. I hereby covenant and agree that if on the date of completing this Questionnaire or at any time thereafter, (a) the answer to one or more of Questions 1-4 is "Yes", or (b) I've tested positive for COVID-19 in the past 60 days and the answer to one or more of Questions 6-8 is "NO", I will (x) immediately notify Beverly regarding this, (y) voluntarily refuse to participate in any Activities so long as this is the case, and (z) not visit Beverly's premises so long as this is the case.**

The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Signature _____

Confirm Age Is Over 18: YES or NO

Printed Name: _____

Name of Minor: _____

Date: _____

Age of Minor: _____