

Covid-19 Certification
and
Waiver of Liability and Indemnity Agreement

This Covid-19 Certification and Waiver of Liability and Indemnity Agreement (“Agreement”) is signed by _____ on this ____ day of _____, 2020. This Agreement is separate and distinct from, and does not replace, supersede or otherwise impact, any other liability waiver and release agreement that I have or will enter into with any or all of MacCrimmon Stud LLC, Kathryn Simpson, Paul Simpson, Allan & Clover Sport Horses (“ACSH”), Samantha Allan or Jennifer Clover.

- 1) I certify that as of the time of signature of this Agreement, the following are true:
 - a. I do not have a temperature of 100.4 degrees or above;
 - b. I currently do not have any symptoms of illness, including but not limited to fever, cough, shortness of breath, nasal congestion, new loss of taste or smell or upset stomach or diarrhea.
 - c. In the last 14 days, I have not been exposed to any other person exhibiting symptoms of, or confirmed to have, Covid-19.

- 2) I agree that I am personally responsible for my safety and actions while on the premises of MacCrimmon Stud Farm for any reason. I agree to comply with all MacCrimmon Stud Farm and ACSH policies and rules, guidelines, signage, and instructions. I recognize that other individuals, including but not limited to the aforementioned parties, their employees, contractors, agents, guests, boarders, riders and visitors, may be present at any time at MacCrimmon Stud Farm, thereby potentially increasing my risk of exposure to Covid-19.

- 3) With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue any or all of the aforementioned parties, their employees, contractors, agents, guests, boarders, riders or visitors or other individuals present at any time at MacCrimmon Stud Farm (collectively the “Released Parties”) and hold them harmless from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to Covid-19 whether caused by the negligence of the Released Parties or otherwise, while on the premise of MacCrimmon Stud Farm or participating in any activity at MacCrimmon Stud Farm, and/or while using any of its, or other Released Parties, facilities, equipment or other property.

- 4) I agree to indemnify, defend and hold harmless each and all of the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my presence at MacCrimmon Stud Farm or participation in any activity at MacCrimmon Stud Farm, and/or use of any of its, or the other Released Parties, facilities, equipment or other property, whether caused by the negligence of the Released Parties or otherwise related to Covid-19.

5) By signing below I acknowledge and represent that I have read this Agreement, understand it and sign it voluntarily, including without limitation the Release of Liability and Indemnification requirements contained herein; I am sufficiently informed about the involved risks to decide whether to sign this document; no oral representations or statements have been made to induce me to sign this Agreement; I am at least eighteen (18) years of age or I execute this Agreement on behalf of my minor child; and I execute this document for full and adequate consideration fully intending to be bound.

6) This Agreement is governed by the laws of the State of Maryland. If any provision hereof is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

7) If I am executing this Agreement on behalf of my minor child, I agree that the provisions of this Agreement apply equally to me and such minor child, for whom I am fully responsible.

Name

Date