

# Waiver and Release of Liability-COVID-19

## Pletch Equestrian Center, LLC

9712 E 350 S  
Lafayette, IN 47905

Coronavirus Disease 2019 (“**COVID-19**”) is a new respiratory virus that has been declared a worldwide pandemic. According to the Center for Disease Control (“**CDC**”), COVID-19 is thought to spread between individuals in close contact within six (6) feet of one another, through respiratory droplets from an infected person’s cough, sneeze, or talking, and might be spread by those showing no symptoms. At this time, COVID-19 has no vaccine for prevention.

The CDC reports that COVID-19 symptoms may include fever/chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste of smell, sore throat, congestion or runny nose, nausea or vomiting, and diarrhea.

Pletch Equestrian Center, LLC, 9712 E 350 S., Lafayette, Indiana 47905 (the “**Premises**”), shall take all precautions to limit spread and exposure, including but not limited to, cleaning and sanitizing of the Premises, cleaning and sanitizing of all equipment utilized in equine activities after each individual use, taking the temperature of all individuals whom enter on the Premises, providing of hand sanitization or hand washing stations, practice of social distancing and keeping six (6) feet between individuals (when possible) and requiring of masks being worn by non-participants and observers.

However, despite all precautions taken by Pletch Equestrian Center, LLC, it cannot prevent exposure to, contracting of, or spreading of COVID-19 to individuals who enter onto the Premises or are participating in equine activities on the Premises. Further, due to the nature of the equine activities and required and necessary interaction between the participant and the staff of Pletch Equestrian Center, LLC, the staff and participants will be unable to wear masks or social distance during the equine activities.

### **AGREEMENT**

I understand and acknowledge that participating in equine activities is inherently dangerous and involves inherent risks. I further understand and acknowledge that by participating in equine activities, entering the Premises as a non-participant or observer, or working on the Premises, that I am accepting the inherent risk of the contracting of or exposure to COVID-19 due to the nature of the equine activities and interaction between individuals during lessons. I agree to follow and abide by sanitation practices recommended by Pletch Equestrian Center, LLC, and their employees, agents, successors and assigns, members, premises owners, insurers, and affiliated organizations while on the Premises. I understand the nature of the

risks, I assume sole responsibility for my health and safety while on the Premises, and I ASSUME ALL RISKS associated with my participation in equine activities on the Premises, presence on the Premises as an observer, or working on the Premises during and regarding the COVID-19 pandemic. \_\_\_\_\_ initial

I acknowledge that, to the best of my knowledge, I have not been exposed to any individuals testing positive or showing symptoms of COVID-19. I further acknowledge that, if I am showing any of the possible symptoms of COVID-19 (as stated above) or I am running a temperature, I will be asked by Pletch Equestrian Center, LLC to not participate in any equine activities on the Premises and to not be present on the Premises until I have self-quarantined for at least two (2) weeks from the date of notification of these symptoms or recording of high temperature to Pletch Equestrian Center, LLC. \_\_\_\_\_ initial

I further covenant not to sue Pletch Equestrian Center, LLC and waive all claims against Pletch Equestrian Center, LLC and their employees, agents, successors and assigns, members, premises owners, insurers, and affiliated organizations and fully release and discharge Pletch Equestrian Center, LLC from any and all liability, claims, demands, causes of action, damages, loss, or expenses, which may arise out of the exposure, infection, or spreading of COVID-19 while I am participating in equine activities on the Premises, am present as an observer on the Premises, or working on the Premises. \_\_\_\_\_ initial

I further agree to indemnify and hold harmless Pletch Equestrian Center, LLC and their employees, agents, successors and assigns, members, premises owners, insurers, and affiliated organizations for any and all liability, claims, demands, causes of action, damages, loss, or expenses, which may arise out of the exposure, infection, or spreading of COVID-19 while I am participating in equine activities on the Premises, am present as an observer on the Premises, or working on the Premises. \_\_\_\_\_ initial

I further understand that if I am under the age of eighteen years of age, my parent/guardian must sign this Waiver and Release of Liability. \_\_\_\_\_ initial

I further state that I have carefully read the foregoing Waiver and Release of Liability relating to COVID-19 and know the contents thereof, and I sign this Waiver and Release of Liability with a full understanding of the consequences thereof. \_\_\_\_\_ initial

**I, THE UNDERSIGNED HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT AND LIABILITY RELEASE.**

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Participant's parent/guardian  
if under the age of 18

\_\_\_\_\_  
Date