

Release and Waiver of Liability and Indemnity Agreement

This RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT is made and entered into on this the ____ day of _____, 2020, by and between EL GEZJRA RIDING ACADEMY a/k/a SPRING VALLEY FARMS (hereinafter designated "EGRA"), and _____ (hereinafter designated "Rider"), and if Rider is a minor, _____ Rider's parent or guardian. In return for the use, today and on all future dates, of the property, facilities and services of EGRA, the Rider, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the Rider to carry full and complete insurance coverage on himself, his personal property and, if applicable, his horse.
2. Rider agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE RIDER'S USE OF OR PRESENCE UPON EGRA 'S PROPERTY AND FACILITIES, including, but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person, or any cause related to COVID-19.
3. Rider agrees to hold EGRA and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees, and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Rider's use of or presence upon EGRA's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, even if the damages are caused by the intentional conduct of EGRA.
4. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
5. Rider agrees to indemnify and defend EGRA against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the Rider's use of or presence upon EGRA's property and facilities, or any claims arising out of COVID-19 allegations or losses. By signing below, you acknowledge that your child is safer at home and their risk of COVID-19 exposure or infection in the public. You agree not to pursue a claim or legal cause of action against EGRA or its employees, staff, other children attending EGRA, or parents of other children attending EGRA camp (the "Released Parties") for injuries, damages, or losses of any kind in connection with COVID-19 exposure or infection resulting from the act or omission by the Released Parties. If the child, or someone on his/her behalf, makes a claim or files a legal cause of action of any kind against the Released Parties arising out of injuries, damages, or losses of any kind in connection

with COVID-19 exposure or infection, or COVID-19 exposure or infection resulting from an act or omission by the Released Parties, by signing below, you agree to hold harmless and indemnify said entities and persons from any such claim or cause of action.

6. Rider agrees to abide by all of EGRA's rules and regulations.

7. If Rider is using his horse, the horse shall be free from infection, contagious or transmissible disease. EGRA reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.

8. This contract is non-assignable and non-transferable and is made and entered into in the State of Alabama and shall be enforced and interpreted as broadly and inclusively as Permitted by laws of the State of Alabama, Should any clause herein be in conflict with State Law, then that clause is null and void but the balance of the contract shall continue in full legal force and effect. When EGRA and Rider or Rider's parent or guardian if Rider is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

WARNING: Under Alabama, 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, pursuant to the Equine Activities Liability Protection Act.

Signature of EGRA Representative

Signature of Rider or Rider's Parent or Guardian (if Rider is a minor)

Rider's Address and Phone Number