

**REPRESENTATION OF CURRENT HEALTH CONDITIONS**

**AND**

**DESIGNATION OF EMERGENCY CONTACT**

In order to gain entry to these premises, I hereby make the following representations as to my current health conditions:

- I do not have a temperature of 99.5°F or higher, and I have not had a temperature of 99.5°F or higher within the last 72 hours.
- I am not exhibiting any symptoms of COVID-19.
- I have not tested positive for COVID-19 within the last two weeks.
- I have not been in contact with anyone who has tested positive for COVID-19 within the last two weeks\* (\*Exception: Healthcare personnel who have treated patients using appropriate medical grade PPE during the course of performing professional duties are exempted from this restriction.).

**Emergency Contact:**

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PHONE NUMBER (or) EMAIL

\_\_\_\_\_  
SIGNATURE

**MID-OHIO DRESSAGE ASSOCIATION (MODA)  
ASSUMPTION OF THE RISK, RELEASE AND WAIVER  
RELATING TO CORONAVIRUS/COVID-19**

The novel coronavirus, COVID-19, has been declared a pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. The state of medical knowledge is evolving, and COVID-19 is believed to spread by person to person contact and/or by contact with contaminated surfaces, objects and through droplets or particles in the air. Some people can be infected and show no symptoms (asymptomatic) and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known vaccine, treatment, or cure for COVID-19.

For and in consideration of MODA's allowing myself and/or my children to participate in any capacity (including, but not limited to, as a rider, handler, lessee, owner, agent, coach, official, trainer, support personnel or volunteer) in the MODA Classic I & Classic II, I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives hereby agree to and make the following contractual representations pursuant to this agreement.

MODA has put in place measures to attempt to reduce the spread of COVID-19; however, MODA cannot guarantee that you will not become infected with COVID-19. Further, attending the MODA Classic I & Classic II could increase your risk of contracting COVID-19.

By signing of this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and/or my children may be exposed or infected by COVID-19 by attending the MODA Classic I & Classic II and such exposure or infection may result in personal injury, illness, permanent disability, or death. I understand that the risk of becoming exposed to or infected by COVID-19 at the MODA Classic I & Classic II may result from the actions, omissions, or negligence of myself and others, including, but not limited to officials, officers, directors, personnel and volunteers.

For myself and my children, I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury (including, but not limited to, personal injury, disability, or death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in the connection with my attendance at the MODA Classic I & Classic II.

On my behalf, and on behalf of my children, I hereby release, waive and covenant not to sue MODA and its officers, directors, managers, officials, agents, employees, volunteers or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to MODA Classic I & Classic II. I further agree to indemnify, defend, discharge and hold harmless MODA with respect to any liability, claims, demands, causes of action, damages, loss, or expense (including court cost and reasonable attorney's fees) of any kind or nature which may arise out of my participation in MODA Classic I & Classic II. I fully understand that this release and waiver means I give up my right to bring claims or lawsuits against MODA for personal injuries, death, disease, property or any other loss, including any claims, liabilities, actions, damages, whether known or unknown, costs or expenses of any kind arising out of any act and/or omission of MODA, claim of negligence, other tort and/or contract. I understand that this release includes any claims whether a COVID-19 infection occurs in preparation for, during or after participation in the MODA event, and that MODA assumes no liability for my participation.

**I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATION.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 2020

Printed Name: \_\_\_\_\_

Name of Participant if signed by a Parent/Guardian: \_\_\_\_\_



# WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of United States Equestrian Federation, Inc. dba US Equestrian ("USEF") allowing me, the undersigned, to participate in any capacity (including as a rider, driver, handler, vaulter, longeur, lessee, owner, agent, coach, official, trainer or volunteer) in a USEF sanctioned, licensed or approved event or activity, including but not limited to equestrian clinics, practices, shows, competitions and related or incidental activities and \_\_\_\_\_ ("USEF Event" or "USEF Events"); I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors,, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

A. RULES AND REGULATIONS: I hereby agree to be bound and abide by the rules, regulations, and policies of USEF as published in the USEF Rule Book and on the website at www.usef.org, as amended from time to time.

B. ACKNOWLEDGMENT OF RISK: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in any USEF Event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the USEF Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

### EQUINE ACTIVITY LIABILITY ACT WARNING:

CAUTION: HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS. RIDE AT YOUR OWN RISK.

**Under the laws of most States, an equine activity sponsor or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.**

C. ASSUMPTION OF RISK: I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the USEF Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any USEF Events. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control at any USEF Event.

D. WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY: In conjunction with my participation in any USEF Event, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: USEF, USEF Recognized Affiliate Associations, the United States Olympic & Paralympic Committee (USOPC), USEF clubs, members, Event participants (including athletes/riders, coaches, trainers, judges/officials, and other personnel), the Event owner, licensee, and competition managers; the promoters, sponsors, or advertisers of any USEF Event; any charity or other beneficiary which may benefit from the USEF Event; the owners, managers, or lessors of any facilities or premises where a USEF Event may be held; and all directors, officers, employees, agents, contractors, and volunteers of any of the aforementioned parties (**Individually and Collectively, the "Released Parties" or "Event Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate in any way to my participation in the USEF Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

E. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.**

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in any USEF Event. If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities as the result of such claim.

**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.**

RIDER/DRIVER/HANDLER/VAULTER/LONGEUR  OWNER  TRAINER  OFFICIAL  STAFF  VOLUNTEER  COACH (IF APPLICABLE)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Parent/Guardian Signature: (Required if Rider/Driver/Handler/Vaulter/Longeur is a minor) \_\_\_\_\_ Date: \_\_\_\_\_

Print Parent//Guardian Name: \_\_\_\_\_ Emergency Contact Phone No. \_\_\_\_\_