

**MONTAIRE ICELANDIC HORSES, LLC –YOUTH CUP EVENT**  
**RELEASE, WAIVER, HOLD HARMLESS, ASSUMPTION OF RISK, DEFEND AND INDEMNIFY**  
**AGREEMENT FOR INFECTIOUS DISEASES INCLUDING COVID-19 RELATED LOSS**  
**WARNING: IMPORTANT NOTICE**

**BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF ILLNESS, INJURY, OR DEATH (collectively “Loss”) ARISING OUT OF YOUR AND YOUR MINOR’S PRESENCE AT THE MONTAIRE ICELANDIC HORSES, LLC FACILITY, SPECIFICALLY RELATED TO COVID-19 OR ANY OF ITS MUTATIONS, FORMS, DERIVATIVES, OR OTHER INFECTIOUS DISEASES (collectively “COVID-19”).**

I, the undersigned, hereby enter into this Montaire Icelandic Horse –Youth Cup Release, Waiver, Hold Harmless, Assumption of Risk, Defend, and Indemnify Agreement for Infectious Diseases Including COVID-19 Related Loss (“**Agreement**”) in consideration of my, and my minor child if applicable (collectively “**I**”, “**me**”, or “**my**”), ability and permission to access, utilize, occupy, visit, attend, or otherwise be present on real property located at 36727 Leith Ln, Middleburg, VA 20117 or any other real property where the Equine Activities are conducted and/or the Loss occurred (“**the Facility**”), for activities related to the Youth Cup (“**the Event**”) during and after the COVID-19 pandemic, for any reason. I understand and agree that my presence at the Facility constitutes “engaged in an Equine Activity” as this term is defined by the Virginia Equine Activity Liability Statute (Va. Code §3.2-6202 (2022)).

**1. Risk of Loss/Protective Measures/No Guarantee/Rules:** By signing this Agreement, I hereby acknowledge that I have familiarized myself with the risk of Loss being present at the Facility for any reason whatsoever and the protective measures at the Facility intended to minimize my risk of exposure to COVID-19. I agree the protective measures are satisfactory and sufficient for me to accept and assume the risk of my COVID-19 exposure resulting from accessing, utilizing, occupying, visiting, attending, or otherwise being at the Facility occupied by other individuals; however, I understand and agree that Released Parties cannot guarantee: (a) the protective measures can or will prevent my exposure to COVID-19; (b) protective measures rules will be complied with by all individuals at the Facility; or (c) that others will not act in a negligent manner that may contribute to my Loss or contraction of COVID-19. I agree to self-monitor my temperature once daily prior to entering the Facility and will not enter the Facility if I have either: (a) produced a temperature of 100.4 F (38 C), (b) exhibited any COVID-19 symptoms (<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>), or have tested positive for COVID-19 within the past 7 to 10 days, or (c) been in contact with someone who has COVID-19 symptoms or who has tested positive for COVID-19 within the past 7 to 10 days. \*Exception: Healthcare personnel who have treated patients using appropriate medical-grade PPE during the course of performing duties are exempt from (c). I agree to inform the organizer immediately if I, or my minor (if applicable), or anyone else in my company at the Facility, receives a positive test result for COVID-19 within 14 days of leaving the Event. I agree to fully comply with all protective measures and to be bound by the rules of the Facility, and comply with the Montaire COVID-19 Action Plan, as well as any directives, executive Orders, and regulations of federal and state and local governance in effect prior to and during the Event, as they may change from time-to-time, for the Facility and the Event activities. I agree to accept as final any decision of the Event officials on any issue arising under the International Federation of Icelandic Horse Associations (“**FEIF**”) rules or any other local rules of the Event whether related to COVID-19 or any other matter regarding the Facility or the Event. I accept full responsibility for my own safety and the sanitization of myself and my personal property and/or other personal property I contact at the Facility.

**2. Medical Attention/Disclosure:** I understand and agree that engaging in equine activities or merely being at the Facility exposes me to inherent risks of personal injury that may require medical attention including, but not limited to, first aid and/or emergency medical care. I therefore consent to personal contact by Released Parties and/or medical personnel deemed necessary for providing for my care at the Facility and/or the hospital, even at the risk of my COVID-19 exposure. I agree to hold Released Parties harmless for such medical attention and any Loss directly or indirectly resulting therefrom. I agree that in the event I am diagnosed as infected with COVID-19, I authorize medical personnel to provide Montaire Icelandic Horses, LLC and other Event personnel information regarding my Loss and treatment for contact tracing or any other purpose.

**3. Release/Hold Harmless/Defend/Indemnify:** I agree to release, hold harmless, defend, and indemnify Montaire Icelandic Horses, LLC, Montaire, LLC, Equitaire Holdings LLC, Wynhurst, LLC; and their respective members, managers, employees, independent contractors, agents, trustees, beneficiaries, heirs, successors and assigns (collectively “**the Affiliates**”), FEIF, the owner of the Facility, the owner/lessor/lessee of the equine involved in the Participant’s Loss, Event staff, officials, organizers, judges, counselors, and each of their respective heirs, beneficiaries, relatives, agents, successors, assigns, instructors,

trainers, employees, volunteers, independent contractors, working students, assistants, sponsors, guests, visitors, members, managers, officers, directors, owners, agents, related entities, and others acting on their behalf. (collectively “**Released Parties**”) from and against any liability, attorneys' fees, costs, or other Loss I may incur arising out of or in any way connected with my exposure to or contraction of COVID-19 as a direct or indirect result of my presence at the Facility whether by my negligence or the negligence or other wrong doing of Released Parties (other than intentional acts).

**4. Bound Parties/Governing Law/Jury/No Expiration/Time Limitations/Severability/Modification:** I understand and agree the terms of this Agreement are binding on my spouse, partner, family members, minor child, heirs, agents, trustees, beneficiaries, representatives, relatives, successors, and assigns and I agree to all the terms and conditions of this Agreement on my own behalf and on behalf of my minor for purposes of permitting our presence at the Facility. In the event of a claim or dispute arising out of or relating to the interpretation or enforcement of this Agreement, I agree Virginia law applies, that all disputes surviving this Agreement must be resolved exclusively by the state court in Loudoun County, and I waive my right to a jury trial. I agree that this Agreement does not expire and that any surviving claims must be brought within one (1) year of the date accrued. If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall be valid and enforceable to the fullest extent of the law. This Agreement can only be modified in writing signed by myself and Antje Freygang.

**WARNING**

**BEFORE SIGNING THIS FORM, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE INFORMATION CONTAINED THEREIN. I ACKNOWLEDGE THAT I DO NOT NEED ANY FURTHER EXPLANATION OF ITS CONTENTS AND WAIVE ANY FURTHER EXPLANATION. I HAVE VOLUNTARILY AGREED TO ITS TERMS AND PROVISIONS, UNDERSTAND AND AGREE THAT I HAVE OTHER FACILITIES TO CHOSE FROM, AND AGREE THAT NO OTHER STATEMENT, REPRESENTATIONS OR INDUCEMENT, APART FROM WHAT IS STATED IN THIS AGREEMENT, HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT AND MY SIGNATURE.**

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

Signature: (on my own behalf and on behalf of minor, if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Emergency Contact (name and phone #): \_\_\_\_\_

Minor's Name and Birthday: \_\_\_\_\_