

**COVID-19 Assumption of the Risk, Waiver and Release of Liability For RHCA Bridle Trails**

COVID-19 is a global pandemic and as a result of the outbreak, a national emergency has been declared in the United States. COVID-19 is very contagious and is a public health risk. I understand and acknowledge that COVID-19 is a public health risk and that the Rolling Hills Community Association ("RHCA") cannot guarantee that you and your child(ren) will not become infected by the virus. COVID-19 can be transmitted by various modes, including from person to person. It can also remain on surfaces.

The Rolling Hills Community Association (RHCA) controls and maintains the Equestrian Trails ("Trails") in Rolling Hills.

Use of the Trails, could increase your risk and your child(ren)'s risk of contracting COVID-19.

INITIAL

\_\_\_\_\_ I have not been diagnosed with and do not have any symptoms associated with COVID-19.

\_\_\_\_\_ To my knowledge, I have not been in contact with anyone diagnosed with or having the symptoms associated with COVID-19, including without limitation fever, shortness of breath and/or headache.

\_\_\_\_\_ If the facts stated above change after the date of this document I will not use the trails.

By signing this agreement, I acknowledge the extremely contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by using the RHCA bridle trails. To the extent I have a child(ren), I likewise understand that there is a risk that my child(ren) may be exposed to or infected by COVID-19 if they use the Trails. By using the Trails, any potential exposure or infection may result in personal injury, illness, disability and/ or death. I further understand, on behalf of myself and my child(ren), that the risk of exposure to COVID-19 from use of the Trails may result from the actions, omissions or negligence of myself and others, including but not limited to RHCA employees, volunteers, vendors, members and participants and their families.

I knowingly and voluntarily assume all of the foregoing risks and accept responsibility for any injury, illness, disability, death, loss, damage,

claim or liability that I or my child(ren) may experience in connection with use of the Trails. On behalf of myself and my child(ren) I hereby agree not to sue RHCA and release, discharge and hold harmless the RHCA, its employees, agents and representatives from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions or negligence of the RHCA, its members, employees, agents and representatives.

By signing below, I certify that I have read and understand the assumption of the risk of COVID-19, this waiver and release. I further understand that this waiver and release shall be binding on me, my family, estate and representatives.

I understand and agree that this document is a supplement to 6 page NON-RESIDENT APPLICATION FOR EQUESTRIAN BRIDLE TRAIL PERMIT/TRAIL BADGE ("APPLICATION") I previously signed and acknowledge that I am still bound both by the terms of the previous APPLICATION and this ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY.

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

\_\_\_\_\_  
If Minor-Name of Guardian/Parent

\_\_\_\_\_  
Signature

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

\*Please bring your RHCA trail badge to the RHCA office with you when you turn in your COVID Liability Waiver

\*\*Please note, in addition to signing this waiver you MUST have an RHCA issued trail badge to ride on the bridle trails in Rolling Hills.