

FULL MOON FARM LLC COVID-19 (CORONAVIRUS)
RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

The undersigned employee/participant/spectator/visitor/Participant (“Participant”), on his/her own behalf and, if applicable, as the Parent(s)/Legal Guardian(s) of a minor employee/participant/spectator/visitor/Participant (“Minor Participant”) (collectively referred to herein as “Participant”), for good and valuable consideration, agrees to the following terms and conditions of this Release, Waiver, Hold Harmless, and Indemnification Agreement (“Agreement”):

1. Assumption of Risk and Waiver: Participant understands and accepts the risks of being on the property of Full Moon Farm at this time. In addition to the usual risks related to equine facilities, Participant understands the injuries, death, and damage that may result from the accepted risks. Participant therefore agrees that he/she understands and agrees to assume the risks and dangers inherent in being on the property at this time, agrees to at all times to be responsible for Participant’s personal safety, remain financially responsible for Participant’s medical expenses, and waives Participant’s right to any claims arising from being present on real property owned, leased, rented, borrowed, visited, or otherwise occupied by Full Moon Farm and/or Full Moon Farm’s other participants, spectators, visitors, or other occupiers of real property on which Participant is traveling, as well as their respective heirs, spouse, relatives, assigns, partners, affiliates, agents, attorneys, assistants, representatives, volunteers, employees, independent contractors, trainers, and others acting on their behalf (collectively “Released Parties”), regardless of whether or not Participant’s presence on such real property is related to equines or equine activities.

2. Release, Hold Harmless, Indemnification: Participant agrees not to hold Full Moon Farm LLC, FMF Equestrian, Stephen Fulton, Karen Fulton, Savannah Fulton, David Ziegler, or any of the other Released Parties defined above liable for contracting COVID-19 or any illness while they are on grounds. Participant agrees to indemnify Released Parties against illnesses and damages sustained or suffered by any third party, whether caused by Participant directly or indirectly, and which includes reimbursement of Released Parties’ attorneys’ fees. Participant is working at this facility at their own risk and they acknowledge that fact.

3. Governing Law and Time Limitation: This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland. All disputes relating to the interpretation and enforcement of this Agreement shall be resolved exclusively by the state court in Carroll County, Maryland. The parties hereto hereby submit to the jurisdiction and venue of the Court for such purpose. Participant agrees that any and all claims and/or causes of action, for illness, death,

other claims or losses by Participant and/or Minor Participant against the Released Parties or others must be brought within one (1) year of the date accrued.

4. Attorneys' Fees: Participant agrees to reimburse Released Parties for any and all attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Agreement and/or in defending or prosecuting any claims or causes of action involving, or in any way relating to, Participant.

5. Participant Certification: Participant certifies that he/she has read this entire Agreement and understands, agrees, and intends on his/her own behalf, and on behalf of Minor Participant, spouse, heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein.

Dated: _____ Signature: _____ Legal name: _____
Participant signing on own behalf

Dated: _____ Signature: _____ Legal name: _____
Parent/Legal Guardian #1 of Minor Participant

Dated: _____ Signature: _____ Legal name: _____
Parent/Legal Guardian #2 of Minor Participant

*A release must be signed by both parents or guardians

Participant's Address: _____

Participant's Email Address: _____

Participant's Phone Number: _____