



This COVID-19 Waiver and Release of Liability represents an agreement between:

Name \_\_\_\_\_

Address \_\_\_\_\_

And

High & Mighty Therapeutic Riding/Driving Center  
71 County Route 21C, Ghent, NY 12075.

High & Mighty is a 501(C) (3) not-for-profit nonpartisan organization that respects and serves people with all abilities, from all cultures regardless of gender identity, nationality, citizenship status, age, social standing or political affiliation.

In consideration of the risk of injury or illness (COVID-19) while participating in the High & Mighty Program (Program); and

In consideration of my desire to participate in the Program and being given the right to participate;

I hereby for myself, parents, guardians, caregivers, and all other representatives (Releasers) knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Program; and

I hereby release and forever discharge High & Mighty, their staff, volunteers, Board Members, managers, representatives and assigns (Releasees) from any physical or psychological injury I may suffer as a result of my participation in the Program.

**COVID-19**

During the COVID-19 pandemic High & Mighty will be strictly following the CDC and NYS guidelines, which were sent to you and is incorporated by reference in this waiver, for how to conduct our activities in a safe manner. This is for the protection and safety of our participants, their families, caregivers, our staff and volunteers. These guidelines will also be explained to you when you are at High & Mighty.

I agree to read and acknowledge these above-mentioned guidelines. Your signed copy will be kept on file.

I agree that before arriving at the facility I will review the screening questions, previously sent to me. Among other questions it asks whether you, a family member with whom you live or have had close contact with has had or currently has COVID-19.

I agree to be honest in responding.

All participants and those accompanying them will be required to follow the protocols described in the above-mentioned guidelines and social distancing. Anyone not able to comply will be asked to wait to participate until it is safe to return High & Mighty after the COVID-19 crisis has ended.

I agree to indemnify and hold harmless the Releasees against any and all claims, suits, causes of action of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees or related costs.

I FURTHER ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A WAIVER OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE HIGH & MIGHTY THEIR STAFF, VOLUNTEERS, BOARD MEMBERS, MANAGERS, REPRESENTATIVES AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST HIGH & MIGHTY FOR PERSONAL INJURY OR PROPERTY DAMAGE.

I agree that this release shall be governed for all purposes by the New York State law without regard to any conflict of law principles. This release supersedes any and all previous oral or written promises or other agreements.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY OR UNTIL SUCH TIME THAT THE CDC AND NYS HAVE LIFTED THE PANDEMIC RESTRICTIONS.

Participant or legal guardian \_\_\_\_\_

Date \_\_\_\_\_

H&M Staff \_\_\_\_\_

Date \_\_\_\_\_