

RELEASE, COVENANT NOT TO SUE, AND INDEMNIFICATION AGREEMENT

POAC State Club/Chapter: _____ for itself and its heirs, officers, directors, representatives, managers, members, successors, and assigns, (“Indemnifying Party”) hereby agrees to release and indemnify the Pony Of the Americas club, Inc. (“POAC”) for all liability related to COVID-19 and its shows upon the following terms set forth in this Release, Covenant Not To Sue, and Indemnification Agreement (“Agreement”).

1. On March 18, 2020 the POAC suspended all POA-approved activities due to the COVID-19 global pandemic. As the situation unfolded, it became clear that containment measures were being rolled out on a localized basis (i.e., not national). As such, POAC is deciding to allow the Indemnifying Party to continue POA-Approved activities in exchange for indemnification.
2. The indemnifying Party recognized the risks involved in COVID-19 that could result in severe illness or even death, and that decisions regarding public events have been made largely on a local level in the United States, and will enact protocols to mitigate the risk posed by COVID-19.
3. In consideration of the terms of this Agreement, the Indemnifying Party releases, covenants not to sue, holds harmless, forever discharges, and agrees to indemnify the POAC and its members, managers, employees, attorneys, heirs, representatives, successors, and assigns, from any and all claims, demands, causes of action, damages, and liabilities whatsoever, including, without limitation, claims to any regulatory agency or court, both at law and in equity, whether known or unknown, which any party ever had, or now have against any of the Released Parties that in any way relate to both COVID-19 and equine activities, education, shows, approval of events involving the Indemnifying Party, organizational governance, and/or policies (“Indemnified Events”).
4. This Agreement is entered into based on benefits conveyed by POAC actions in Indiana and the Agreement and shall be construed and enforced in accordance with the laws of Indiana.
5. This Agreement is executed voluntarily and shall be construed as if all parties jointly prepared it expressing the entire understanding among the parties. The provisions of this Agreement are severable, and shall not be modified except by duly executed writing. This Agreement is not to be construed as an admission of liability to any third party to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Dated: _____

Indemnifying Party (POAC Club/Chapter)

By: _____

Printed: _____

Title: _____

Dated: _____

Pony Of the Americas Club, Inc.

By: _____

Printed: _____

Title: _____