

**POAC COVID-19 ACTIVITY
RELEASE, COVENANT NOT TO SUE, AND
INDEMNIFICATION AGREEMENT**

_____ (“Indemnifying Party”) hereby agrees to release and indemnify the Pony Of the Americas Club, Inc. (“POAC”) for all liability involved with, related to, or arising out of equine activities, education, and shows upon the following terms and conditions 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 the execution of this Agreement.

2. In consideration of the mutual release and other terms of this Agreement, and other good and valuable consideration set forth herein, the Indemnifying Party for itself and its heirs, representatives, members, managers, successors and assigns, release, covenant not to sue, hold harmless, and forever discharge 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 COVID-19, equine activities, education, shows, approval of events involving the Indemnifying Party, organizational governance, and/or policies (“Indemnified Events”).

3. The Indemnifying Party covenants that it will not commence any action or suit, in law or in equity, against another Released Party on account of any action or cause of action, known or unknown, which now exists or which may hereafter accrue in their joint or several favor upon the basis of facts, known or unknown, in regards to Indemnified Events.

4. The Indemnifying Party shall be liable to pay all reasonable attorneys’ fees and costs incurred by the POAC in the evaluation and defense of any and all lawsuits involving Indemnified Events, and shall be liable to pay for any judgment or settlement against the POAC.

5. At the POAC’s sole and exclusive discretion, the Indemnifying Party agrees to hire and compensate separate legal counsel to defend the POAC in response to an Indemnified Event. Settlement in claims involving the POAC shall remain at the sole discretion of the POAC.

6. Neither this Agreement, nor its terms, constitute or are to be construed as an admission of liability of any sort by the POAC.

7. All parties hereto represent and warrant that they have read and understood this Agreement and that, in executing this Agreement, they have had the opportunity to consult with or rely upon their own attorney and have not relied on any promise or representation by any party not set forth in this Agreement.

8. This Agreement is entered into based on benefits conveyed by POAC actions in the State of Indiana and the Agreement and any rights, remedies, or obligations provided for in this Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.

9. This Agreement shall be construed as if all parties jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any one Party.

10. The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated to be invalid, unenforceable or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Agreement and shall not affect the validity or enforceability of any remaining portions, provisions or parts.

11. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be in writing and duly executed by all parties.

12. Each party acknowledges that it:

a. is executing this Agreement voluntarily, without duress or undue influence being exerted by, on the part of, or on behalf of any other party;

b. has had the opportunity for representation in the negotiation for, and in the performance of, this Agreement by counsel of its choice;

c. has read this Agreement, and has had it fully explained to it by its counsel or the opportunity to do so;

d. understands the contents and legal effect of this Agreement; and

e. is not relying on representations regarding the tax consequences of this settlement by any party.

13. This Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement among the parties and the terms of the Agreement are contractual and not merely recitals.

14. No party executing this Agreement shall be bound by it unless and until all other parties have also executed this Agreement.

15. Each person executing this Agreement represents and warrants that he or she has the authority to do so and bind the party on whose behalf he or she is signing.

16. This Agreement may be executed in multiple identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. Counterparts executed and delivered by electronic facsimile and/or email and/or copies of this Settlement Agreement shall constitute original documents which shall be binding on the parties.

17. This Agreement shall be binding upon, and inure to the benefit of and be enforceable by, all parties hereto and their respective administrators, trustees, agents, brokers, executors, personal representatives, heirs, successors and permitted assigns known or unknown.

18. If a dispute arises between any Released Party regarding this Agreement or any rights or obligations under it, and if the dispute cannot be settled through negotiation, the parties shall first participate in a mediation session before resorting to mandatory arbitration as the exclusive dispute resolution procedure. The parties to the dispute shall submit it to binding arbitration before a single arbitrator in Marion County, Indiana. All parties to the dispute shall bear equal shares of the arbitrator's fee and all other fees charged by the arbitrator. In the decision or award, the arbitrator shall identify the prevailing party or parties and any order the non-prevailing party to pay the reasonable attorney fees, witness fees, and other costs of the prevailing party or parties. The decision and award of the arbitrator is final and non-appealable, and any party may file a true copy of the decision and award with the clerk of any state or federal court in State of Indiana, with the same effect as an unappealable final judgment.

19. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any party.

20. The Effective Date of this Agreement shall be May 15, 2020, regardless of the date(s) on which the Parties execute this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

[signatures on next page]

Dated: _____

Indemnifying Party

By: _____

Printed: _____

Title: _____

Dated: _____

Pony Of the Americas Club, Inc.

By: _____

Printed: _____

Title: _____