



**New England Horsemen's Council  
Competition License Agreement Addendum**

This Addendum is effective June 1, 2020, by and between the New England Horsemen's Council 2 Love Lane, Sandown, NH 03873 as its principal place of business ("NEHC" or "Licensor") and Licensee \_\_\_\_\_ for the purpose of memorializing additional terms to the Competition License Agreement ("Original Agreement") entered into regarding Licensee hosting Competition \_\_\_\_\_. (the "Competition").

Whereas, Licensor and Licensee entered into the Original Agreement authorizing Licensee to host the Competition as a NEHC sanctioned event; and

WHEREAS, the World Health Organization ("WHO"), on March 11, 2020, declared COVID-19 a pandemic, a public health emergency of international concern; and

Whereas, many NEHC sanctioned events have cancelled in response to the COVID-19 pandemic due to health and safety concerns as well as governmental mandates intended to protect the public from illness; and

Whereas, the WHO and Centers for Disease Control Prevention ("CDC") have issued considerations and recommendations for mass gatherings, including sports events, in an effort to prevent the further spread of COVID-19 and mitigate risks of illness; and

Whereas, federal, state, and local restrictions and guidelines and orders affect the ability for an equestrian event to run; and

Whereas, state guidelines and mandates vary from state to state and lack uniformity across the country resulting in some NEHC sanctioned events that can run and other than cannot; and

Whereas, NEHC and Licensee recognize that the COVID-19 pandemic is a threat that could result in serious illness and even death; and

Whereas, NEHC and Licensee agree that if permitted by the government, equestrian events can be run safely if Licensee adheres to the recommendations and requirements issued by WHO, CDC, federal, state, and local government; and

Whereas, NEHC and Licensee agree to additional terms to the Original Agreement for purposes of NEHC validating points and qualifications earned at the Competition.

NOW THEREFORE, in consideration of the mutual promises herein and the opportunity for NEHC points and qualification scores earned at the Competition to count, the Parties, intending to be legally bound, hereby agree to the following additional terms and conditions:

1. Licensee shall run the Competition in accordance with NEHC's Action Plan and federal, state, and local requirements ensuring the safety and welfare of humans and horses at all times.
2. Licensee shall inform all its participants, officials, and competition personnel of protocols and requirements implemented for their protection against spreading COVID-19.
3. Licensee shall ensure compliance with all protocols and requirements implemented to protect against spreading COVID-19.
4. Licensee shall collect a properly executed Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement (the "Release") from all participants including officials and competition volunteers. Licensee shall use language provided by NEHC in Attachment A.
5. Indemnification by Licensee: Licensee agrees to defend, indemnify, and hold harmless Licensor, its predecessors and successors, and all of their respective officers, directors, committee members, volunteers, employees, agents, and representatives from and against any and all losses, costs, liabilities, claims, damages, and expenses, including, but not limited to, attorneys' fees and disbursements, that Licensor may incur by reason of any third-party claim or suit arising out of or in connection with Licensee's negligence, gross negligence, intentional misconduct, whether related to or unrelated to COVID-19, and the Competition; or failure to perform pursuant to the Original Agreement or this Addendum; or Licensee's breach of its obligations, representations, warranties, or covenants under the Original Agreement or this Addendum. Licensor shall have its choice of defense counsel.
6. The Parties reaffirm no other terms or conditions of the above-mentioned Agreement not hereby or otherwise modified or amended shall be negated or changed as a result of this here stated Addendum.

New England Horsemen's Council

By : \_\_\_\_\_

By: \_\_\_\_\_

Its: Diane MCDonald \_\_\_\_\_

Its: \_\_\_\_\_

Date: 6/1/2020 \_\_\_\_\_

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