

COVENANT NOT TO SUE

This agreement is made and entered to on the ____ day of _____ by and between the Oxford Lions Club, Inc. of Oxford, Indiana (hereinafter referred to as 'CLUB') and _____ (may be a team name OR individual – if a team name is entered, each member of the team MUST sign below in order to participate) of _____ County, State of _____ (hereinafter called 'PARTICIPANT').

WHEREAS, Committee is sponsoring a public event duly designated as the *Dan Patch Days Festival* (hereinafter referred to as 'DPD FESTIVAL'). Said public event is celebrated annually on the weekend following Labor Day on lands owned by the Town of Oxford (hereinafter referred to as 'TOWN') and the CLUB and situated in within the corporate limits of TOWN &/or Indiana County of Benton, and WHEREAS TOWN takes no part, active or inactive in sponsoring said public event, but TOWN has agreed to permit CLUB to utilize certain designated lands owned by TOWN for said DPD FESTIVAL sites and events, and WHEREAS, on its own initiative and without participation by TOWN, its agents or employees, CLUB has scheduled competitive activities in which in general public of age eighteen (18) years or older may be authorized by CLUB to participate, said competitive or non-competitive activities being variously designated as Softball Tournament, Anything Goes, Little Miss & Mr. Dan Patch, Scavenger Hunt, Dodgeball Tournament, Wa-shoos Tournament, and other contests named and unnamed. WHEREAS, PARTICIPANT wishes to participate as a competitor, or otherwise, in one or more of said competitive activities sponsored by the CLUB.

NOW THEREFORE, the parties mutually agree and covenant as follows:

- 1) In consideration of CLUB permitting PARTICIPANT to participate in one or more of the activities, sponsored by CLUB, either named or unnamed, and without regard to what name is placed on said activity or activities, PARTICIPANT expressly agrees to covenant with CLUB, its successors, assigns, agents, and/or employees, that PARTICIPANT will *NEVER INSTITUTE ANY SUIT OR ACTION AT LAW OR OTHERWISE, AGAINST CLUB*, its successors, assigns, agents, and/or employees, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, or cause of action for the damage caused, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property or both, whether developed or undeveloped, resulting or to result, known or unknown, which PARTICIPANT may sustain, suffer or receive while participating in any sponsored activity, PARTICIPANT agrees that this agreement shall be binding upon his or her heirs and personal representatives.
- 2) With his or her signature on this agreement, PARTICIPANT acknowledges that s/he has personally inspected the course and obstacles over which any competitive activity in which s/he desires to participate, is to be run and understands that s/he takes the course, obstacles and/or competition as-is and further agrees to assume any and all risks of injury which might result from competing in said competitive activity on, along and over such competitive courses and while on CLUB- or TOWN-owned lands.
- 3) PARTICIPANT hereby acknowledges by his or her signature that s/he has read this COVENANT NOT TO SUE and understands the terms and conditions of this COVENANT NOT TO SUE and further acknowledges that this COVENANT NOT TO SUE applies to all sponsored contests in which PARTICIPANT is allowed to participate and applies to any and all damage, injury, action, or cause of action which may accrue to PARTICIPANT by virtue of said participation.

IN WITNESS WHEREOF, the parties hereto have signed this Covenant on the date first mentioned above:

OXFORD LIONS CLUB, INC.

PARTICIPANT

PARTICIPANT



