

**AMATEUR COMPETITOR RELEASE AND INDEMNITY AGREEMENT
MOUNT DORA SCOTTISH HIGHLAND FESTIVAL**

TO: THE OFFICERS AND DIRECTORS AND COMMITTEE MEMBERS AND COMMITTEE CHAIRPERSONS OF THE MOUNT DORA SCOTTISH HIGHLAND FESTIVAL, CITY OF MOUNT DORA, EVANS PARK, AND FOUNDATION FOR SCOTTISH ATHLETICS, INC. (collectively, "YOU").

FROM: _____(Print Name)("Competitor").

I have volunteered to and intend to participate in certain athletic or other competitions in connection with the Mount Dora Scottish Highland Festival held at Evans Park, Mount Dora, Florida on and around the third Saturday of January 2021 (the "Games"). I am participating solely as an amateur and volunteer and I have been promised, and expect to receive, NO COMPENSATION FOR PARTICIPATION OTHER THAN A PRIZE OF NOMINAL VALUE. *I AM AWARE THAT WHILE I AM A COMPETITOR AT THE GAMES I MAY NOT BE COVERED BY ANY INSURANCE PROVIDED BY THE GAMES THAT MIGHT APPLY TO ANY PERSON WHO IS ATTENDING THE GAMES AS A SPECTATOR.*

In consideration of my being accepted as a competitor in such competitions, I [meaning for myself or my minor child herein identified], hereby warrant, represent, undertake and agree as follows:

1. Competitor has no physical condition or disability that will or may result in such activities being dangerous to competitor or others and Competitor knows that Competitor has the absolute right, and obligation to You, to decline to attempt any competition or effort for which Competitor is not physically or otherwise able;
2. Competitor will follow all safety directions and recommendations made by You, if any, and you are NOT obligated to make such, and will warn others of any dangerous condition that comes to Competitor's attention;
3. Competitor acknowledges that You are not obligated to inspect for or warn of any dangers, latent or patent, obvious or not, and Competitor assumes all risk for Competitor's personal safety and the safety of property in such regard, further acknowledging that serious or even deadly physical injury can result from competition in such events;
4. Competitor has adequate health insurance or care plan coverage for any injury which Competitor might sustain while engaged in such competition;
5. Competitor does hereby release You, and agree to indemnify and hold You harmless, from and against any and all claims, demands, actions, causes of action, suits, damages, loss and expense of any kind whatever kind or nature to any person or to any property for any activity connected with, related to or arising from the Games, including, SPECIFICALLY AND WITHOUT LIMITATION OF THE GENERALITY THEREOF, ***the alleged or actual negligence of all or any of You***, and reasonable attorneys' fees, but not including intentional or willful or wanton misconduct or gross negligence and, for the purposes of this provision "You" shall include all other participants in such competition in which Competitor is involved.
6. Competitor expressly grants permission to You, its successors, assigns, and designees to use any aural or visual depiction of my name, image, likeness, or any combination thereof which results from his/her involvement in or performance of the competitions contemplated under this Release and Indemnity Agreement for any purpose whatsoever without any compensation of any type to Competitor, his/her successors, or assigns.

This ____ day of _____, 2020

email Address: _____

Primary Committee: Athletics

Competitor (Parent or Guardian if under age 18)