

**JUDGE/SCOREKEEPER/FIELD ASSISTANT RELEASE AND INDEMNITY AGREEMENT
SAVANNAH INDOOR HIGHLAND GAMES**

TO: THE OFFICERS AND DIRECTORS AND COMMITTEE MEMBERS AND COMMITTEE CHAIRPERSONS OF THE SAVANNAH INDOOR HIGHLAND GAMES BY IRON RESURGENCE LLC, SAVANNAH CONVENTION CENTER AND FOUNDATION FOR SCOTTISH ATHLETICS INC. ("FSA"), (collectively, "YOU").

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

I intend to participate in the administration, staging and/or judging of certain competitions in connection with the annual Savannah Indoor Highland Games by Iron Resurgence LLC held at Savannah Convention Center, Savannah, Georgia on and around the first Saturday and Sunday of November (the "Games"). I am participating as a judge, scorekeeper or field assistant to be compensated in cash for my participation, and I warrant and represent that I am not an employee of FSA but an independent contractor to FSA.

In consideration of my being compensated for such participation in such competitions, I hereby warrant, represent, undertake and agree as follows:

1. Participant has no physical condition or disability that will or may result in such activities being dangerous to Participant or others and Participant knows that Participant has the absolute right, and obligation to You, to decline to attempt any competition or effort for which Participant is not physically or otherwise able;
2. Participant 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 Participant's attention;
3. Participant acknowledges that You are not obligated to inspect for or warn of any dangers, latent or patent, obvious or not, and Participant assumes all risk for Participant'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. Participant has adequate health insurance or care plan coverage for any injury which Participant might sustain while engaged in such competition;
5. Participant 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 Participant is involved.
6. Participant expressly grants permission to FSA and DSAF, its successors, assigns, and designees to use any aural or visual depiction of Participant's 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 Participant, his/her successors, or assigns.

This ____ day of _____, 2020

email Address: _____

Primary Committee: Athletics

Participant