

APPENDIX I: COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

I _____ of _____ in the County of _____ and State of _____ in consideration of the right for use to utilize the school premises on the date and time as approved on my request for use of schools as granted by the School Board in the Sanborn School District, hereby covenant with said District, its School Board and their officers, agents, and employees, that I will never, at any time, sue said District, its School Board, or its officers, agents, and employees, for on account of any claim for damage arising out of the use of the premises as provided for in the permit granted to use said school property.

I further agree that if said premises or any portion of the building, during the term of this permit, shall be damaged by the act, default or negligence of myself, my agents, employees, patrons, guests, or any other person admitted to the premises by myself, my agents, or employees, I will pay the Sanborn School District, through the School Board, upon demand, such sum as shall be necessary to restore the property to the condition in which it existed prior to the damage.

I further agree to assume full responsibility for the character, acts and conduct of all persons admitted to the school premises or to any portion of said building, as granted under the permit given by the School Board; and I further agree to have on hand at all times sufficient personnel to maintain order and to protect all persons and the property of the Sanborn School District.

I further understand and agree, in indemnity, that the Sanborn School District, its School Board, officers, agents, employees, assume no responsibility whatsoever for the actions of myself or any person allowed on the premises under the School Board Permit and I hereby release from any liability of any kind of nature the Sanborn Regional School District, its School Board, officers, agents, and employees, for any loss or damage to my property or person which may be caused as a result of the use of this permit. I also further agree that I will save harmless and defend the Sanborn School District, its School Board, officers, agents, and employees, from all claims, judgments, suits, costs, charges, damages and expenses of any nature whoever that may accrue to persons or property on account of or arising by reason of the occupancy of the premises under this permit.

SIGNATURE _____

Date _____