INDEMNITY AGREEMENT & WAIVER OF LIABILITY

(Non-Lyon County Student Age 18 or Over)

Agreement made, effective as of _____ [*month/day/year*], by and between the Board of Education of Lyon County, Kentucky, whose address is 217 Jenkins Road, Eddyville, Kentucky 42038, acting by and through its authorized agent(s), hereinafter referred to as "Board," and _____ [*visitor's printed name*], whose address is _____ [*address*] hereinafter referred to as "Visitor."

The parties agree as follows:

SECTION ONE: NATURE OF AGREEMENT
Visitor is not a student enrolled in the Lyon County School District, and Visitor desires to participate in a Board-sponsored camp, open gym, open field, or other similar activity or event. Visitor expressly acknowledges that no insurance policy purchased by the Board or its officers, agents, or employees acting on behalf of the Board provides insurance coverage for Visitor.

SECTION TWO: INDEMNIFICATION AND WAIVER OF LIABILITY
Visitor hereby releases and agrees to hold harmless Board and Board's officers, agents, and employees from any damages sustained by Visitor's person or property arising from Visitor's participation in a Board-sponsored camp, open gym, open field, or other similar activity or event. Execution of this agreement shall be an express waiver by Visitor of any liability against Board and/or Board's officers, agents, and employees. Further, Visitor shall indemnify Board and Board's officers, agents, and employees for any loss, including costs and attorney fees, arising or resulting from Visitor's action contemplated herein.

SECTION THREE: GOVERNING LAW
This agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Kentucky.

SECTION FOUR: ASSIGNMENT OF RIGHTS
The rights of Visitor under this agreement are personal to Visitor and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior express written consent of Board or Board's agent.

SECTION FIVE: AMBIGUITIES
Ambiguities arising from the interpretation of this agreement shall not be construed against the Board out of consideration of the employment of the draftsman.

SECTION SIX: ENTIRE AGREEMENT
This agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

_____
VISITOR'S SIGNATURE