



Colorado Dragon Boat Festival

TEAM CITY AGREEMENT

This Agreement ("Agreement") is made by and between (Team Name) ("Team") _____ and DRAGON 5280 d/b/a COLORADO DRAGON BOAT FESTIVAL, its Board of Directors and Agents, and their successors and assigns ("CDBF").

WHEREAS CDBF hosts an annual Colorado Dragon Boat Festival; and

WHEREAS Team desires to utilize space within the area defined as "Team City" in order to compete at such Colorado Dragon Boat Festival;

NOW THEREFORE, the parties agree that in exchange for CDBF permitting Team to temporarily utilize space within Team City, Team agrees as follows:

- Team is responsible for any damage resulting from tents, shelters, or any other equipment owned, operated, or utilized by Team within Team City, even if such damage occurs as a result of acts of nature, or any other acts outside the control of Team, and Team hereby agrees to indemnify and hold harmless CDBF from any and all claims, actions, liabilities, losses, damages, expenses or suits, arising from Team's acts and/or omissions taking place at Team City.
- In the event of any asserted claim, CDBF shall provide the Team with written notice of same, and thereafter the Team shall at its own expense defend, protect and hold CDBF harmless against said claim or any loss or liability hereunder.
- If Team shall fail to so defend and/or indemnify and hold CDBF harmless, then in such instance CDBF shall have full rights to defend, pay or settle and claim on its behalf without notice to the Team and with full rights to recourse against the Team for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim.
- Upon default, the Team further agrees to pay all reasonable attorneys' fees necessary to enforce this Agreement.
- Team agrees to abide by the rules of Team City as set forth below. Violation of these rules will either result in a **10 second penalty for each race in which Team participates, or ejection from the Dragon Boat Festival and park.** Decisions regarding enforcement or violations of this agreement will be made at the sole discretion of CDBF management. Team agrees to the following:
 - Team will stay within the boundary of assigned Team space. Team shall not move to another space without approval of Race Official
 - Only one assigned space is permitted per team. Tents belonging to family or friends are not permitted in Team City.
 - Staking or penetrating the ground in Team City is not permitted.
 - Team tents MUST be weighted down properly to prevent injury and/or property damage in case of severe weather. Teams will assume liability should injury and/or damage occurred.
 - Teams erecting a structure must print and sign a waiver.
 - Tobacco products, vaporizer products (such as vape pens), beer, alcoholic beverages, marijuana, and any recreational drugs are not permitted.
 - The Team name must be prominently identified on Team uniforms, signage and other identifying paraphernalia (the "Team Identifying Materials"). Any sponsor's name, if applicable, should be secondary to the Team name displayed on Team Identifying Materials (unless the sponsor name is part of the Team name).
 - All Teams and Team members agree to respect other teams, competitors, race officials and CDBF management, and to display good sportsmanship, ethical behavior, and to reject discrimination of any kind on whatever grounds, including but not limited to race, creed, sex, sexual orientation including transgender status, age, religion, political affiliation, national origin or status, any physical or mental ability, veteran status and marital status. In order to maintain an atmosphere that is conducive to good sportsmanship that is free from intimidation, discrimination, and distraction from the sport of dragon boat racing, any non-sport related banners and signage, such as political banners, are not permitted. Political and other non-sports related messages are permitted in a freedom of expression area to be designated by CDBF and the park.
 - Sales or free distribution of promotional items, products, or services are not permitted.
 - Team or Team sponsor banners can only be hung within The Team tent.
 - Propane or charcoal grills are not permitted.

The term of this Agreement shall be July 26, 2019 – July 28, 2019; provided that the obligation to indemnify shall survive the termination or expiration of the agreement.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

This agreement is separate and apart from, and does not relieve Team from the obligations of, any and all prior indemnity agreements executed between the parties as they relate to the Colorado Dragon Boat Festival.

Team Captain or Representative _____

Date Signed

/s/ for Colorado Dragon Boat Festival _____

Date Signed