

THIS PERMIT ALLOWING THE SALE AND/OR DELIVERY OF ALCOHOLIC BEVERAGES IN A VILLAGE PARK IS SUBJECT TO THE TERMS, CONDITIONS AND RESTRICTIONS PRINTED BELOW

1. An application for an Alcohol Permit MUST be submitted to the Village of Orland Park no later than 120 days prior to the first date of the Event. Alcohol Permits are available only to organizations/groups for a specific function who qualify for and will be issued a Class F Liquor License under Section 7-4-6 of the Village Code and not to individuals.
2. To sell or serve alcoholic beverages, a Class F Liquor License is required to be obtained from the Local Liquor Control Commissioner of the Village of Orland Park.
3. Only sale or delivery of beer and wine shall be permitted.
4. No glass containers shall be allowed
5. Alcohol may only be served, displayed and consumed in Village approved locations within the park.
6. No alcohol shall be served before 11am or after 12pm midnight during the Event.
7. The Alcohol Permit must be posted conspicuously during the Event.
8. Alcohol Permits are only available for Centennial Park and are subject to the availability of the Park for the Event as determined by the Village.
9. The service and/or consumption of alcoholic beverages is to be complementary to the Event; under no circumstances shall an event have the consumption of alcohol as its primary purpose.
10. All Events at which alcohol is served must also provide alternate non-alcoholic beverages and free or reasonably priced snacks throughout the duration of the Event. If alcoholic beverages are sold, alternate non-alcoholic beverages must be reasonably priced; if alcohol is served free of charge, the alternate non-alcoholic beverages must also be complimentary.
11. No one under 21 years of age may be served, or possess, alcoholic beverages. Staff or bartenders must require proof of age of all persons seeking to consume alcoholic beverages.
12. No sale or service of alcoholic beverages by persons under age 21 shall be permitted.
13. There shall be no consumption of alcohol by persons selling or serving alcohol.
14. There shall be no service or sale of alcohol to persons who are intoxicated or disorderly, and such persons shall not be allowed to remain on the premises where alcohol is furnished for more than 30 minutes after such condition is known to the person selling or serving alcohol.
15. Persons under 21 are not allowed in an area where alcohol is sold or delivered unless they are an on-duty employee or are accompanied by a spouse, parent or legal guardian who is at least 21 years of age.

16. Any person authorized to serve or sell alcohol who has reason to question the age of a person ordering alcohol must verify age by requesting a photo identification that proves the individual is at least 21.

17. Any service or sale of alcohol must be by an authorized vendor holding a valid liquor license.

18. The Applicant is responsible for ensuring that all Event activities at which alcohol is served are planned and conducted in a manner that assures compliance with this Alcohol Policy, state and local laws, and all other applicable Village policies and regulations. Security for the event shall be supervised, directed and coordinated by the Orland Park Police Department.

19. The Applicant is responsible for ensuring that all Event activities at which alcohol is served are planned and conducted in a manner that minimizes any risk to the health and safety of attendees. Drinking contests or similar games are strictly prohibited.

20. The Applicant shall observe and comply with the rules and regulations promulgated by the Village of Orland Park for the Event and shall fully cooperate with the Village and its staff in the implementation of those rules and regulations.

21. The Applicant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

22. The Applicant agrees that in conducting the Event under this Alcohol Permit, Applicant (and all of its employees/volunteers) will not discriminate against any worker, employee or any member of the public, because of race, creed, color, national origin, religion, age, sex, mental or physical disability.

23. The Applicant agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or on the Event Site without the express written consent of the Village of Orland Park.

24. The Applicant shall maintain the Event Site in a safe, sanitary and sightly condition and in good repair.

25. The Applicant agrees that nothing contained in this Alcohol Permit is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the Village and the Applicant or as constituting the Applicant or any officer, employer or agent of the Applicant as agent, representative or employee of the Village for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.

26. This Alcohol Permit may be terminated without notice in the event of a threat to the public health or public safety as may be determined in the sole discretion of the Village of Orland Park or in the event the Village determines to its sole satisfaction that Applicant or any employee, agent, servant or volunteer of Applicant is engaging, or has engaged in any illegal activity or unethical practice. The Village of Orland Park, its officials, employees and agents shall not be liable to the Applicant for any losses incurred by reason of such termination.

27. The Applicant agrees that the Village of Orland Park, its officers, employees, and agents, shall not be liable for injury to the Applicant or any loss of income or for damage to the goods, wares, merchandise or other property of the Applicant, its employees, invitees, customers, or any other person in or about the Event Site, nor shall the Village, its officers, employees, and agents, be liable for injury to the person of the Applicant, its officers, volunteers, employees, agents, vendors or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of the Event Site, or from any other cause, whether the damage or injury results from conditions arising upon the Event Site or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to the Applicant. The Village of Orland Park, its officers, employees and agents, shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other person on the Event Site.

28. (a) It is expressly understood, agreed upon, and it is the specific intent of the parties, that the Village, its officers, trustees, agents and employees will at no time assume responsibility or liability for actions of Applicant or Applicant's employees, agents, volunteers or representatives under this Alcohol Permit. Applicant agrees to fully defend, with counsel chosen by the Village, indemnify and hold harmless the Village, its officers, trustees, agents and employees from and against all claims, suits, damages, losses and expenses of any kind whatsoever, including attorney's fees, arising directly or indirectly out of or by reason of the Applicant and Applicant's employees, volunteers, agents and representatives actions or inactions under this Alcohol Permit.

It is further agreed by the parties that in any and all claims against the Village, its officers, trustees, agents or employees by an employee of Applicant, anyone directly or indirectly employed by Applicant or anyone for whose acts Applicant may be liable, the indemnification obligation under this provision shall not be limited in any way by any limitation on the amounts or type of damages, compensation or benefits payable by or for Applicant under Workers' or Workmens' Compensation Acts, disability benefit acts or other employee benefit acts.

(b) Applicant agrees that in order to protect itself as well as the Village under the indemnification provisions set out above, it shall purchase and maintain Dram Shop Insurance coverage, in the maximum amount for the Event Site or have a binder for Dram Shop Insurance coverage to be issued upon the approval of the Alcohol Permit and License and such other insurance as will protect it from claims as set forth below which may arise out of or result from the actions to be rendered pursuant to this Alcohol Permit, whether such actions be by it or by anyone directly or indirectly employed by Applicant, or by anyone for whose acts Applicant may be liable:

(1) Claims under Workers' or Workmen's Compensation disability benefit and other similar employee benefit Acts.

(2) Claims for damages due to bodily injury, occupational sickness or disease or death of an employee or employees.

(3) Claims for damages due to bodily injury, sickness or disease, or death of any person other than employees.

(4) Claims for damages insured by usual personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Applicant, or (b) by any other person.

(5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

(6) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, lease, maintenance or use of any motor vehicle.

The insurance required by this section shall be written in the maximum statutory amounts with respect to Workers' or Workmen's Compensation and with limits of liability with respect to injury to persons or death to persons and damage to property in amounts acceptable to the Village. Said insurance shall be placed with companies acceptable to the Village and certificates of insurance and a copy of each policy of insurance shall be deposited with the Village. Said certificates shall contain a clause to the effect that, for the duration of this Permit, the insurance policy shall be cancelled, expired or changed as to the amount of coverage only after written notification thirty (30) days in advance to the Village. In addition, said certificates shall list the Village and its officers, trustees, agents and employees as additional insureds on all required insurance policies.

(c) Applicant promises and hereby agrees to release, waive, covenant not to sue and forever discharge the Village, its officers, trustees, agents and employees for and from any personal injury claim, suit or action or Worker's Compensation claim, suit or action, whether or not well-founded in fact or in law, which Applicant, its employees, agents and representatives has, or may have, arising out of or relating to the actions to be taken under this Permit by Applicant, its employees, volunteers, agents and representatives.

(d) Prior to or on the effective date of this Permit, Applicant shall furnish the Village with written verification of the existence of the insurance policy set forth above or a binding commitment from the insurance company to issue the policy within 10 days from the effective date of this Permit but not later than 10 days prior to the Event. Applicant agrees that the existence of the policy or binder shall be a condition precedent to the commencement by it of services to be rendered under this Permit and that, should Applicant fail to obtain the policy or binder by the effective date of this Permit, it shall immediately terminate and be of no further effect, unless the Village shall otherwise specify in writing.

(e) In the event that any claim, action, suit or proceeding is brought against Applicant in connection with or that in any way refers or relates to the activity provided pursuant to this Permit, Applicant shall within 48 hours give written notice of that fact to the Village by certified mail or personal delivery to the Village Manager.

(f) Notwithstanding the foregoing, nothing in this Permit should be construed as an effort on or by the Village, its trustees, officers, agents and employees to be indemnified for liability caused by the negligence or intentional acts of a party indemnified hereunder.

29. It is specifically recognized, understood and agreed between the parties that in the event that the Village is in any way deemed to be in breach of this Permit or any provisions or terms of it, the only claim, suit or action that may be brought against the Village, its officers, trustees, agents and employees is a breach of contract claim for money damages only, and that in the event of a violation by the Village of this Permit the Village will pay, at most, as liquidated damages to Applicant, the sum of money that Applicant paid to the Village for this Permit which shall not exceed \$250.00. The parties further recognize and agree that the different types of claims that could possibly be made by

Applicant are difficult of ascertainment, and it is the specific intention of the parties that the Village, its officers, trustees, agents and employees shall never at any time be held liable to Applicant or its successors or assigns for any amount of money that is greater than the amount identified in this paragraph.

In recognition and agreement that any damage award against the Village may be limited, and except for that amount identified in the paragraph above, Applicant hereby forever waives, releases and dismisses the Village, its officers, trustees, agents and employees of and from any and all claims, debts, dues and obligations of every kind and nature that it may have either directly or indirectly that arises or grows out of or may arise or grow out of this Permit. Applicant specifically waives and releases the Village, its officers, trustees, agents and employees from any and all claims, debts, dues and obligations of every kind and nature under the Illinois and United States Constitutions as well as under any federal or state statute or law, including but not limited to the Civil Rights Act. Applicant further waives all remedies which are available to it for the violation of any of the terms of this Permit, including but not limited to the equitable remedy of specific performance, and agrees not to seek injunctive relief of any sort. Except for a claim for money damages as set forth above, which damages are limited, Applicant

covenants not to sue the Village, its officers, trustees, agents and employees for a violation of any provisions or terms of this Permit and the Village's responsibilities and obligations under it.

30. The Applicant shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this Permit or any portion of it or any rights and privileges created by it and shall not permit any other person or persons, company or corporation to use or occupy the Event Site or any part of it without the prior written consent of the Village.

SECTION 2

This Resolution, and the restrictions set forth above, shall be effective immediately upon its adoption.

VILLAGE OF ORLAND PARK

APPLICANT (I verify by my signature that I have read, understand and will adhere to each and every term, condition and restriction printed above)

By: _____
Director of the Department
of Parks and Recreation

(NAME OF ORGANIZATION)

By: _____
Authorized Officer/Representative

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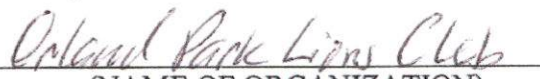
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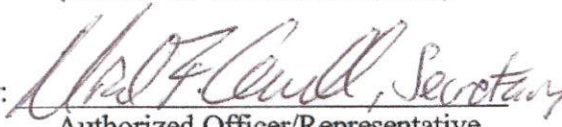
SECTION 2: This Resolution, and the restrictions set forth above, shall be effective immediately upon its adoption.

VILLAGE OF ORLAND PARK

By: 
Director of the Department
of Parks and Recreation

APPLICANT (I verify by my signature that I have read, understand and will adhere to each and every term, condition and restriction printed above)


(NAME OF ORGANIZATION)

By: 
Authorized Officer/Representative

DATE: February 4, 2008

REQUEST FOR BOARD ACTION

File Number: 2008-0034
Orig. Department: Village Manager
File Name: Alcohol Sales/Delivery on Village Property - Resolution
Orland Days 2008 Request - Approval

BACKGROUND:

The Lions Club has successfully held many Orland Days Events at various locations in past years, but has recently been unable to find a location for the 2008 event. A request has been made to the Village to allow the Orland Days to be held on Village property.

After reviewing many options, it was determined that the most viable option would be the East parking lot at the 153rd Street Metra Station. This lot is Village owned and maintained and is adjacent to the Metra-owned parcels. The adjacent ball fields would allow suitable space to accommodate the Orland Days Beer Tent and the parking lot would be used for the carnival site.

Metra was contacted for preliminary approval of the use of this parking lot and its adjacent access routes and all requested restrictions can be met. The Recreation and Parks Departments were consulted for the impact this event would have the field and park site during the week of the event and it was determined that only minor accommodations would need to be made for the event to be held in this location.

A legal opinion from the Village Attorney indicated that the Village Board of Trustees can, in fact, approve the consumption of alcohol on Village Property and the Lions Club would have to receive approval of the Village Liquor Commissioner for a Class F Liquor License for the special event as well. In addition, appropriate insurance requirements would need to be granted by the Lions Club and security issues as well as other permitting would be necessary.

This item was reviewed at the January Community Events and Outreach Committee meeting. It was sent to the Village Board without recommendation allowing staff additional time to work with the Village Attorney on the details of the proposed guidelines and restrictions.

Village staff worked with the Village Attorney to prepare a resolution to be used whenever an event requests the use of Village property/park space when alcohol will be sold or served. In addition, the Special Event Permit is being revised at this time. Should the Board choose to allow liquor to be sold or delivered in Village parks, the form will be appropriately revised to include the restrictions outlined in the resolution.



DATE: February 4, 2008

REQUEST FOR BOARD ACTION

REQUESTED ACTION:

I move to pass Resolution No. 0801, entitled:

RESOLUTION ESTABLISHING VILLAGE POLICY GOVERNING RESTRICTIONS
IMPOSED UPON ORGANIZATIONS SELLING OR DELIVERING ALCOHOLIC
BEVERAGES DURING SPECIAL EVENTS CONDUCTED ON VILLAGE PARKS

And

I move to approve allowing the Lions Club to host the 2008 Orland Days on Village owned
property at the Metra Commuter Lot at 153rd Street as well as portions of the Centennial
Park athletic fields during the week of May 26, 2008.

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**RESOLUTION ESTABLISHING VILLAGE POLICY GOVERNING RESTRICTIONS
IMPOSED UPON ORGANIZATIONS SELLING OR DELIVERING ALCOHOLIC
BEVERAGES DURING SPECIAL EVENTS CONDUCTED ON VILLAGE PARKS**

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BE IT RESOLVED by the Village President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, that the following conditions and restrictions shall be imposed upon any authorized organization holding or conducting a special event on a Village Park at which alcoholic beverages will be sold or delivered.

SECTION 1: An organization or group that desires to sell or serve alcoholic beverages at an event sponsored by the organization or group must first apply for a Permit using an application form prepared by, and available at the, Village Clerk's office. If granted, such Permit shall be subject to the following terms, conditions and restrictions:

**THIS PERMIT ALLOWING THE SALE AND/OR DELIVERY OF ALCOHOLIC
BEVERAGES IN A VILLAGE PARK IS SUBJECT TO THE TERMS, CONTITIONS
AND RESTRICTIONS PRINTED BELOW**

1. An application for an Alcohol Permit MUST be submitted to the Village of Orland Park no later than 120 days prior to the first date of the Event. Alcohol Permits are available only to organizations/groups for a specific function who qualify for and will be issued a Class F Liquor License under Section 7-4-6 of the Village Code and not to individuals.
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6. No alcohol shall be served before 10am or after 12pm midnight during the Event.
7. The Alcohol Permit must be posted conspicuously during the Event.
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9. The service and/or consumption of alcoholic beverages is to be complementary to the Event; under no circumstances shall an event have the consumption of alcohol as its primary purpose.

10. All Events at which alcohol is served must also provide alternate non-alcoholic beverages and free or reasonably priced snacks throughout the duration of the Event. If alcoholic beverages are sold, alternate non-alcoholic beverages must be reasonably priced; if alcohol is served free of charge, the alternate non-alcoholic beverages must also be complimentary.
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19. The Applicant is responsible for ensuring that all Event activities at which alcohol is served are planned and conducted in a manner that minimizes any risk to the health and safety of attendees. Drinking contests or similar games are strictly prohibited.
20. The Applicant shall observe and comply with the rules and regulations promulgated by the Village of Orland Park for the Event and shall fully cooperate with the Village and its staff in the implementation of those rules and regulations.
21. The Applicant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.
22. The Applicant agrees that in conducting the Event under this Alcohol Permit, Applicant (and all of its employees/volunteers) will not discriminate against any worker, employee or any member of the public, because of race, creed, color, national origin, religion, age, sex, mental or physical disability.

23. The Applicant agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or on the Event Site without the express written consent of the Village of Orland Park.

24. The Applicant shall maintain the Event Site in a safe, sanitary and sightly condition and in good repair.

25. The Applicant agrees that nothing contained in this Alcohol Permit is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the Village and the Applicant or as constituting the Applicant or any officer, employer or agent of the Applicant as agent, representative or employee of the Village for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.

26. This Alcohol Permit may be terminated without notice in the event of a threat to the public health or public safety as may be determined in the sole discretion of the Village of Orland Park or in the event the Village determines to its sole satisfaction that Applicant or any employee, agent, servant or volunteer of Applicant is engaging, or has engaged in any illegal activity or unethical practice. The Village of Orland Park, its officials, employees and agents shall not be liable to the Applicant for any losses incurred by reason of such termination.

27. The Applicant agrees that the Village of Orland Park, its officers, employees, and agents, shall not be liable for injury to the Applicant or any loss of income or for damage to the goods, wares, merchandise or other property of the Applicant, its employees, invitees, customers, or any other person in or about the Event Site, nor shall the Village, its officers, employees, and agents, be liable for injury to the person of the Applicant, its officers, volunteers, employees, agents, vendors or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of the Event Site, or from any other cause, whether the damage or injury results from conditions arising upon the Event Site or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to the Applicant. The Village of Orland Park, its officers, employees and agents, shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other person on the Event Site.

28. (a) It is expressly understood, agreed upon, and it is the specific intent of the parties, that the Village, its officers, trustees, agents and employees will at no time assume responsibility or liability for actions of Applicant or Applicant's employees, agents, volunteers or representatives under this Alcohol Permit. Applicant agrees to fully defend, with counsel chosen by the Village, indemnify and hold harmless the Village, its officers, trustees, agents and employees from and against all claims, suits, damages, losses and expenses of any kind whatsoever, including attorney's fees, arising directly or indirectly out of or by reason of the Applicant and Applicant's employees, volunteers, agents and representatives actions or inactions under this Alcohol Permit.

It is further agreed by the parties that in any and all claims against the Village, its officers, trustees, agents or employees by an employee of Applicant, anyone directly or indirectly employed by Applicant or anyone for whose acts Applicant may be liable, the indemnification

obligation under this provision shall not be limited in any way by any limitation on the amounts or type of damages, compensation or benefits payable by or for Applicant under Workers' or Workmens' Compensation Acts, disability benefit acts or other employee benefit acts.

(b) Applicant agrees that in order to protect itself as well as the Village under the indemnification provisions set out above, it shall purchase and maintain Dram Shop Insurance coverage, in the maximum amount for the Event Site or have a binder for Dram Shop Insurance coverage to be issued upon the approval of the Alcohol Permit and License and such other insurance as will protect it from claims as set forth below which may arise out of or result from the actions to be rendered pursuant to this Alcohol Permit, whether such actions be by it or by anyone directly or indirectly employed by Applicant, or by anyone for whose acts Applicant may be liable:

(1) Claims under Workers' or Workmen's Compensation disability benefit and other similar employee benefit Acts.

(2) Claims for damages due to bodily injury, occupational sickness or disease or death of an employee or employees.

(3) Claims for damages due to bodily injury, sickness or disease, or death of any person other than employees.

(4) Claims for damages insured by usual personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Applicant, or (b) by any other person.

(5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

(6) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, lease, maintenance or use of any motor vehicle.

The insurance required by this section shall be written in the maximum statutory amounts with respect to Workers' or Workmen's Compensation and with limits of liability with respect to injury to persons or death to persons and damage to property in amounts acceptable to the Village. Said insurance shall be placed with companies acceptable to the Village and certificates of insurance and a copy of each policy of insurance shall be deposited with the Village. Said certificates shall contain a clause to the effect that, for the duration of this Permit, the insurance policy shall be cancelled, expired or changed as to the amount of coverage only after written notification thirty (30) days in advance to the Village. In addition, said certificates shall list the Village and its officers, trustees, agents and employees as additional insureds on all required insurance policies.

(c) Applicant promises and hereby agrees to release, waive, covenant not to sue and forever discharge the Village, its officers, trustees, agents and employees for and from any personal injury claim, suit or action or Worker's Compensation claim, suit or action, whether or not well-

founded in fact or in law, which Applicant, its employees, agents and representatives has, or may have, arising out of or relating to the actions to be taken under this Permit by Applicant, its employees, volunteers, agents and representatives.

(d) Prior to or on the effective date of this Permit, Applicant shall furnish the Village with written verification of the existence of the insurance policy set forth above or a binding commitment from the insurance company to issue the policy within 10 days from the effective date of this Permit but not later than 10 days prior to the Event. Applicant agrees that the existence of the policy or binder shall be a condition precedent to the commencement by it of services to be rendered under this Permit and that, should Applicant fail to obtain the policy or binder by the effective date of this Permit, it shall immediately terminate and be of no further effect, unless the Village shall otherwise specify in writing.

(e) In the event that any claim, action, suit or proceeding is brought against Applicant in connection with or that in any way refers or relates to the activity provided pursuant to this Permit, Applicant shall within 48 hours give written notice of that fact to the Village by certified mail or personal delivery to the Village Manager.

(f) Notwithstanding the foregoing, nothing in this Permit should be construed as an effort on or by the Village, its trustees, officers, agents and employees to be indemnified for liability caused by the negligence or intentional acts of a party indemnified hereunder.

29. It is specifically recognized, understood and agreed between the parties that in the event that the Village is in any way deemed to be in breach of this Permit or any provisions or terms of it, the only claim, suit or action that may be brought against the Village, its officers, trustees, agents and employees is a breach of contract claim for money damages only, and that in the event of a violation by the Village of this Permit the Village will pay, at most, as liquidated damages to Applicant, the sum of money that Applicant paid to the Village for this Permit which shall not exceed \$250.00. The parties further recognize and agree that the different types of claims that could possibly be made by Applicant are difficult of ascertainment, and it is the specific intention of the parties that the Village, its officers, trustees, agents and employees shall never at any time be held liable to Applicant or its successors or assigns for any amount of money that is greater than the amount identified in this paragraph.

In recognition and agreement that any damage award against the Village may be limited, and except for that amount identified in the paragraph above, Applicant hereby forever waives, releases and dismisses the Village, its officers, trustees, agents and employees of and from any and all claims, debts, dues and obligations of every kind and nature that it may have either directly or indirectly that arises or grows out of or may arise or grow out of this Permit. Applicant specifically waives and releases the Village, its officers, trustees, agents and employees from any and all claims, debts, dues and obligations of every kind and nature under the Illinois and United States Constitutions as well as under any federal or state statute or law, including but not limited to the Civil Rights Act. Applicant further waives all remedies which are available to it for the violation of any of the terms of this Permit, including but not limited to the equitable remedy of specific performance, and agrees not to seek injunctive relief of any sort. Except for a claim for money damages as set forth above, which damages are limited, Applicant