

Waiver, Release, and Indemnification Agreement
READ BEFORE SIGNING

In consideration of _____ (Vendor/ Booth Operator) being allowed to vend, sell, operate, or participate in any way in the Town of White Pine- Pine Fest and any and all related activities sponsored by and conducted by the Town of White Pine (hereinafter collectively referred to as the “Event”) (hereinafter the Town of White Pine and all of its agents, employees, officials, and volunteers shall be referred to as “Releasees”), the undersigned acknowledges, appreciates, understands and agrees that:

1. I understand that there are risks of injury to myself, my agents, employees, customers, and vendees from the activities involved in and associated with this Event, and while particular rules, and personal discipline may reduce this risk, the risk of injury and even serious injury or worse does exist; and,

2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and I assume full responsibility for the participation of myself, my agents, employees, customers, children, invitees, and vendees in the Event and the actions and conduct of myself, my agents, employees, customers, and vendees; and,

3. I willingly agree to comply with any and all rules, procedures, terms and conditions for the participation of myself, my agents, employees, customers, children, invitees, and vendees in the Event, and I agree that I am solely responsible for the compliance of and by myself, my agents, employees, customers, children, invitees, and vendees with any and all rules, procedures, terms and conditions for the Event. I further agree that I am solely responsible for conduct and actions of myself, my agents, employees, customers, children, invitees, and vendees before, during, and after the Event. If, I observe any unusual hazard or condition during my presence or during the Event, I will bring such hazard or condition to the attention of the nearest Town official immediately; and,

4. I hereby voluntarily release, forever discharge, and agree to defend indemnify and hold harmless Releasees from any and all claims, demands, causes of action, which are in any way connected with the participation of myself, my agents, employees, customers, children, invitees, and vendees in this Event or any use of or condition of Releasees’ equipment, fixtures, curbs, walkways, roadways, structures, property, real property, or facilities, including any such claims which allege negligent acts or omissions of Releasees; and,

5. I hereby voluntarily release, forever discharge, and agree to defend indemnify and hold harmless Releasees from any and all claims, demands, and causes of action, which are in any way connected with the sale, advertisement, gifting, vending, use, or provision of any food, drink, substance, product, material or the consumption or ingestion of any food, drink, substance, product, or material.

6. I certify that I have adequate insurance to cover any injury or damage that myself, my agents, employees, customers, or vendees may suffer while participating in the Event, or in connection with the sale, advertisement, gifting, vending, use, or provision of any food, drink, substance, product, material or the consumption or ingestion of any food, drink, substance, product, or material. I further agree to bear the costs of any injury or damage suffered by myself, my agents, employees, customers, or vendees, including but not limited to all medical bills, expenses, treatment costs and expenses, damages, and other liabilities or obligations of any kind.

7. I certify that neither myself nor any of my agents, representatives, children, or employees, have any medical, mental, or physical condition, which limits or restricts the ability to participate in the Event.

8. I further agree to defend, indemnify and hold harmless Releasees from any and all claims or suits for personal injury, bodily injury, death, property damage, medical bills, medical expenses, treatment expenses, impairment, or otherwise, which are brought by, or on behalf of myself or my agents, employees, customers, children, invitees, or vendees, and which are in any way connected with the participation in the Event, or in connection with the sale, advertisement, gifting, vending, use, or provision of any food, drink, substance, product, material or the consumption or ingestion of any food, drink, substance, product, or material, including injuries or damages caused by the negligence, actions, or omissions of any person, entity, or the Releasees.

9. I further represent and agree that I am solely responsible for monitoring, governing, and restricting the actions and conduct of myself, and my agents, employees, customers, or vendees and the consumption, use, or ingestion of any food, candy, drink, or other substance or material, which may be provided, sold, or be available at the Event.

10. [If the Vendor/ booth Operator is a Corporation or other legal entity] I represent that I am the _____ (relationship to the Corporation or other legal entity) of the Corporation or other legal entity, and further represent that I have full authority as

the _____ of the Corporation or other legal entity to execute this Waiver, Release and Indemnification Agreement.

If any of the above provisions or terms are deemed unenforceable or invalid, the remaining terms and/ or provisions shall remain in effect and binding upon the persons executing this release and their relatives, child(ren), agents, representative, successors, assigns and heirs.

I HAVE READ THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature

Date Signed

Printed Name

Signature

Date Signed

Printed Name