

Lisbon Fall Festival Committee

2018 Lisbon Fall Festival Vendor Registration

September 22nd, 2018

"The. First Railroad Tunnel in America"

Business Name: _____

Owner's Name: _____

Address: _____ Town: _____

State & Zip: _____ Phone: () _____

Cell Phone: () _____ Email: _____

Description of Product(s), Service, or Fundraiser: (ex. 10 X 10 Tent offering face Painting):

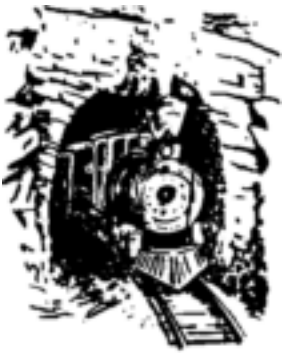
Participation Fee- \$25.00 per 10x10 space. Please complete this application AND the vendor liability form. Vendors will be assigned a time slot for set up and there is NO Early Breakdown due to safety concerns.

All participants are responsible for their own set up, equipment (including tents/tables/chairs) and clean up. Due to unpredictable weather and sun exposure, we highly recommend the use of a tent. We may have a limited number of tents available for an additional fee of \$20.00. We will only have one vendor per company at the event.

All fees, applications, and liability forms are due by **September 3rd**. Checks can be made payable to the Lisbon Fall Festival Committee and can be mailed to: Cyndy Goodwin Cockett at 210 Ross Hill Road, Lisbon, CT 06351

Please contact Cyndy Goodwin Cockett with any questions; lisbonfallfestival@gmail.com
Vendor's space is not guaranteed until payment is received in full. Cancellations after September 10th will not receive a refund.

Like us on Facebook for event updates: <http://bit.ly/2018LFF> Visit our website:
<http://www.lisbonfallfestival.org>



Lisbon Fall Festival Committee

1 Newent Road
Lisbon, CT 06351

“The. First Railroad Tunnel in America”

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in The Lisbon Fall Festival (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge The Lisbon Fall Festival Committee & The Town of Lisbon, located at 1 Newent Rd., Lisbon, Connecticut 06351, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity. I also authorize the use of photographs or videos that include my image for promotional, informational, or other reasons deemed to be in the best interest of the event.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during this Activity.

I agree to indemnify and hold harmless The Lisbon Fall Festival Committee & The Town of Lisbon against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If The Lisbon Fall Festival Committee & The Town of Lisbon incurs any of these types of expenses, I agree to reimburse The Lisbon Fall Festival Committee & The Town of Lisbon.

I acknowledge that The Lisbon Fall Festival Committee & The Town of Lisbon and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of The Lisbon Fall Festival Committee & The Town of Lisbon.

Lisbon Fall Festival, 1 Newent Road, Lisbon, CT 06351
Waiver and Release of Liability

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge The Lisbon Fall Festival Committee & The Town of Lisbon and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against The Lisbon Fall Festival Committee & The Town of Lisbon for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of The Lisbon Fall Festival Committee & The Town of Lisbon, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength.

Both the Participant, _____, and The Lisbon Fall Festival Committee & The Town of Lisbon agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

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Waiver and Release of Liability

In the event of an emergency, please contact the following person(s) in the order presented:

<u>Emergency Contact</u>	<u>Contact Relationship</u>	<u>Contact Telephone</u>
_____	_____	_____
_____	_____	_____

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name: _____

Participant's Address: _____

Signature: _____

Date: _____

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____