

Friday, October 27th; Saturday, October 28^{th,} 2018

RELEASE AND WAIVER OF LIABILITY for VENDORS

This Release and Waiver of Liability is executed this _____ day of _____, 2018, by

_____ (the "Vendor") in favor of All Souls Harvest Village and its directors, officers, employees, volunteers, and agents.

I, the Vendor, hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. <u>Waiver and Release</u>. I hereby release and forever discharge and hold harmless All Souls Harvest Village and its successors and assigns from any and all liability, claims, demands, and causes of action, of whatever kind of nature, either in law or equity, which may hereafter arise from my participation with All Souls Harvest Village and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with All Souls Harvest Village.

I understand and acknowledge that this Release discharges All Souls Harvest Village from any liability or claim that I may have against All Souls Harvest Village, with respect to any bodily or other injury, illness, death, or property damage that may result from my participation. I also understand that All Souls Harvest Village does not assume responsibility or obligation to provide financial assistance or other assistance, including, but not limited to, medical, health, or disability insurance, in the event of injury, illness, death, or property damage.

 Insurance. I understand that All Souls Harvest Village may elect to provide group accident or other liability insurance. Any coverage so provided will be governed by the policy language. Except to the extent that it may provide such insurance, All Souls Harvest Village does not carry or maintain any health, medical, disability, damage, or other liability insurance coverage for the benefit of its vendors, and expressly disclaims any responsibility or obligation to do so. AS A VENDOR, I AM EXPECTED AND ENCOURAGED BY All Souls Harvest Village TO MAINTAIN MEDICAL, HEALTH, AND ALL OTHER APPLICABLE INSURANCE COVERAGE FOR MY OWN BENEFIT.

- 3. <u>Medical Treatment.</u> Except as otherwise agreed to by All Souls Harvest Village in writing, I hereby release and forever discharge All Souls Harvest Village from any and all liability claims, demands, and causes of action whatsoever that may arise on account of any first aid or other medical treatment rendered during my participation with All Souls Harvest Village and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with All Souls Harvest Village.
- 4. <u>Assumption of Risk.</u> I understand that my participation with All Souls Harvest Village and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with All Souls Harvest Village may include activities that may be hazardous to me. I further recognize and understand that such participation may involve certain inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in the activities and release All Souls Harvest Village from all liability for injury, illness, death, and/or property damage that may result.
- 5. <u>Photography/Audio Release.</u> I do hereby grant and convey unto All Souls Harvest Village rights, titles, and interest in and to any and all photographic images and video or audio recordings made by or on behalf of All Souls Harvest Village, or made with its consent, during my participation in All Souls Harvest Village and/or any project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with All Souls Harvest Village, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- 6. <u>Other.</u> I expressly understand and agree that this Release is intended to be as broad and inclusive as permitted by law, and that this Release shall be governed by and interpreted in accordance with the laws of this state, county, city and/or township. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release.

By signing below, I acknowledge that I have read and understand this Release, and agree to its provisions.