

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
FOR THE HALEYVILLE AREA CHAMBER OF COMMERCE, INC.
AND THE HALEYVILLE 9-1-1 FESTIVAL

1. In consideration for receiving permission to participate in the HALEYVILLE 9-1-1 FESTIVAL, I (we) hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, the Haleyville Area Chamber of Commerce, Inc. and the Haleyville 9-1-1 Festival their officers, committee members, agents, servants or employees (herein referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, or upon the premise where activity is being conducted.
2. I am fully aware of the unusual risk involved and hazards connected with the activity, including but not limited to the risks as noted herein. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damages or cost, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. I understand that the Haleyville Area Chamber of Commerce, Inc. and the Haleyville 9-1-1 Festival does not maintain any insurance policy covering any circumstances arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.
5. I understand that the Haleyville Area Chamber of Commerce, Inc. and the Haleyville 9-1-1 Festival will not be responsible for any medical costs associated with any injury that I may sustain.
6. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above names RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Alabama.
7. In SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act or deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Vendor Name: _____ Contact Person(s): _____

Signature: _____ Date: _____

Please return signed Waiver with Vendor Participation Form to: Haleyville 9-1-1 Festival, P.O. Box 634, Haleyville, AL 35565. Safety is our first concern, so please cooperate with the volunteers in their effort to protect everyone concerned.