

LIABILITY WAIVER AND RELEASE OF THE CITY OF LAVERGNE FOR OLD TIMERS' DAY VENDORS

I, the undersigned, in consideration for my participation as a Vendor in Old Timers' Day and associated festivities without limitation (hereinafter, "Old Timers' Day"), do hereby release and discharge the City of LaVergne, Tennessee (hereinafter, "City of LaVergne" or "LaVergne") and any and all of their respective elected officials, officers, directors, employees, volunteers, partners, contractors, and/or any other associates in whatever form or fashion (hereinafter, the previously listed categories may be collectively referred to as "Parties" if not fully listed), jointly and severally, from any and all liability for personal injury accident, illness, death, property damage or any other occurrence, foreseeable or unforeseeable, which I may suffer in any manner whatsoever arising out of or resulting from participation in said Old Timer's Day and associated festivities. For purposes of this LIABILITY WAIVER AND RELEASE OF THE CITY OF LAVERGNE FOR OLD TIMERS' DAY VENDORS, "Vendors" shall mean any individual, group of individuals, entity, or entities, that will be engaged in the sale or trade of any services or goods, including, but not limited to, food, beverages, crafts, and any other tangible or intangible items.

To the best of my knowledge, I can fully participate as a Vendor in this Old Timer's Day without any physical or other hinderance. I am fully aware that there are potential risks and hazards, foreseeable and unforeseeable, connected with participationg in Old Timer's Day, and I hereby elect to voluntarily participate in said Old Timer's Day, and to enter the provided premises for Old Timer's Day and engage in such Old Timer's Day knowing that the Old Timer's Day may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such Old Timer's Day, WHETHER CAUSED BY THE NEGLIGENCE OF THE PARTIES or otherwise.

Furthermore, I expressly assume ALL risks of my participation in Old Timer's Day, including, without limitation, injury as a result of the acts or omissions of any of the above-named Parties, or some defect in or on the above named Parties' property, including, but not limited to, the defined area for vending, the parade route, and/or any and all approach routes to the premises or parade, whether caused by negligence or otherwise, except for illness and injury resulting directly from the gross negligence or intentional misconduct on the part of the Parties.

It is my express intent that this LIABILITY WAIVER AND RELEASE OF THE CITY OF LAVERGNE FOR VENDORS shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal

representative, if I am not alive, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named Parties. I hereby further agree that this LIABILITY WAIVER AND RELEASE OF THE CITY OF LAVERGNE FOR VENDORS shall be construed in accordance with the laws of the State of Tennessee.

I certify that any and all individual(s) that are participating in conjunction with my participation in the Vendors have read and voluntarily and freely executed a separate copy or copies of the LIABILITY WAIVER AND RELEASE OF THE CITY OF LAVERGNE FOR OLD TIMERS' DAY VENDORS and that copy or those copies have been appropriately and timely filed with the City of LaVergne prior to the Old Timers' Day. By making this certification, I aver and covenant with the City of LaVergne that I will not permit, allow, or otherwise acquiesce to the participation of any individual, individuals, entity, or entities that have not appropriately and timely filed with the City of La Vergne prior to the Old Timers' Day and that I will take all reasonable steps to ensure that only those who have appropriately and timely filed an executed copy of LIABILITY WAIVER AND RELEASE OF THE CITY OF LAVERGNE FOR OLD TIMERS' DAY VENDORS to participate with me in my vending activities.

I certify that any vehicle(s) (if any) which will be driven by me or any other participant with whom I am vending onto the premises for vending has insurance which conforms to the laws of the State of Tennessee and that I and any others associated with my vending have/has a current valid license(s).

I agree to indemnify, save, hold harmless and defend the City of LaVergne and their respective elected officials, officers, directors, employees, volunteers, partners, and/or contractors, of and from any and all loss, damages, expenses, costs, and attorney's fees arising out of or resulting from my participation in Old Timer's Day, including but not limited to any damages arising out of negligent or intentional conduct of myself, other participants accompanying me in any fashion to, during, or from the Old Timer's Day, and/or any other participants or other third parties. I UNDERSTAND THAT THE CITY OF LAVERGNE IS NOT RESPONSIBLE FOR THE SUPERVISION OF OLD TIMERS' DAY, INCLUDING, BUT NOT LIMITED TO, THE OLD TIMERS' DAY PARTICIPANTS, SPECTATORS, AND/OR ANY OTHER THIRD PARTIES AND THAT LAVERGNE DOES NOT AND CANNOT ENSURE THE SAFETY OF ANY PARTICIPANT(S) OR VENDOR(S).

In the event that any portion and/or provision is found to be legally insufficient for any reason, that portion and/or provision shall be severable from the remaining portions and provisions of this LIABILITY WAIVER AND RELEASE OF THE CITY OF LAVERGNE FOR VENDORS. This LIABILITY WAIVER AND RELEASE OF THE CITY OF LA VERGNE FOR VENDORS shall

be enforced as fully as possible to the original terms and spirit of the same in spite of any portion and/or provision being found to be unenforceable.

IN SIGNING THIS LIABILITY WAIVER AND RELEASE OF THE CITY OF LAVERGNE FOR VENDORS, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing LIABILITY WAIVER AND RELEASE OF THE CITY OF LAVERGNE FOR OLD TIMERS' DAY VENDORS, understand it and sign it voluntarily as my own free act and 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, or have the written permission of a Parent or Guardian below in addition to my own signature, and am fully competent; and I execute this LIABILITY WAIVER AND RELEASE OF THE CITY OF LAVERGNE FOR OLD TIMERS' DAY VENDORS for full, adequate and complete consideration fully intending to be bound by same. I further certify that IF SIGNING ON BEHALF OF AN ORGANIZATION, I AM AN AUTHORIZED AGENT OF SAID ORGANIZATION WITH THE POWER TO BIND AND CONTRACT ON BEHALF OF SAID ORGANIZATION.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____ day of _____, 20__.

INDIVIDUAL:

Printed Name of Vendor: _____

Date of Birth: _____

Signature of Vendor: _____

Signature of Parent/Guardian: _____

(Parent and Participant both must sign if Vendor is under the age of 18)

ORGANIZATION:

Printed Name of Organization: _____

Printed Name of Agent for Organization: _____

Title of Agent for Organization: _____

Signature of Agent for Organization: _____