

VILLAGE OF FORT EDWARD
ACCIDENT WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION FORM

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES AND EVENTS ASSOCIATED WITH, ORIGINATING FROM, SPONSORED BY, OR HELD BY THE VILLAGE OF FORT EDWARD (“VILLAGE”) at its Canal Street Marketplace Facility (“Facility”), including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of VILLAGE, its employees, members, officers, and directors, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I have reviewed the VILLAGE’s Facility, am aware of the structure and its surroundings, and find same suitable for my participation in one or more events located at said Facility. I acknowledge that I am a vendor who wishes to sell goods at one or more events to be held at such Facility, and that this Accident Waiver, Release of Liability Form and Indemnification Form is intended to cover my participation in all such events.

I acknowledge that this Accident Waiver, Release of Liability Form and Indemnification Form will be used by VILLAGE and any other event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity at the Facility. For recurring events, this Accident Waiver and Release of Liability Form shall be construed to cover my participation in any and all such events without need for additional signature by me.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: the VILLAGE, and/or its trustees, directors, officers, employees, representatives, and agents, and the activity holders, sponsors, and volunteers;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I acknowledge that VILLAGE and their trustees, directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf. I acknowledge that VILLAGE is not responsible for pre-event inspection of any physical location where any events are held, including but not limited to roads, lawns, parking areas, walkways or other similar locations, and I understand and acknowledge the inherent dangers with such locations.

I agree indemnify, defend and hold the VILLAGE, its trustees, directors, officers, volunteers, representatives and agents, from and against any and all manners of claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of my actions or in actions at any event held by the VILLAGE, my production, sale or offering for sale of any good or services at or related to any event held by the Village, and such indemnification to include all costs and expenses, including reasonable attorneys fees, incurred by the VILLAGE .

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or likeness to be used for any legitimate purpose by VILLAGE and any the activity holders, participants, producers, organizers, and assigns. The Accident Waiver, Release of Liability Form and Indemnification Form shall be construed broadly to provide a release, waiver and indemnification to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Participant’s Signature

Date

Participant’s Name (Please print legibly.)