



EVENT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Event: Fall Festive Outdoor Rummage Sale & Craft Fair (the "Event") **Date of Event:** October 1, 2022

Location of Event: St. Francis Episcopal Church (the "Church"), 9220 Georgetown Pike, Great Falls, VA

In consideration of being permitted to participate in the Event, the undersigned Vendor, on behalf of myself, my merchandise, and my personal representatives, heirs, and next of kin, agrees as follows:

1. Vendor hereby releases, waives, discharges and covenants not to sue the Church and officers, agents, volunteers and employees (the "Releasees") from all liability to the Vendor, his/her personal representatives, assigns, heirs, and next of kin for any and all liability, loss, damages, claims or demands for personal injury, sickness or death, as well as property damage and expenses, of any nature whatsoever arising out of or related to the Event, whether caused by the negligence of the Releasees or otherwise.
2. By participating or attending the Event, Vendor acknowledges that the activities of the Event may be dangerous and involve risks including without limitation illness, injury and/or death and/or property damage and that Vendor assumes full responsibility for all risks whether known or unknown and whether caused by the negligence of Releasees or otherwise.
3. Vendor hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to Vendor's participation in the Event whether caused by the negligence of the Releasees or otherwise.
4. Vendor hereby agrees and understands that should any part or portion of this Agreement be determined to be legally invalid or unenforceable for any reason, only such part or portion shall be severed and removed from the Agreement. The remaining provisions and all portions of this Agreement that have not been ruled invalid or unenforceable shall independently survive and remain in full force and effect, with only the invalid or unenforceable part or portion of this Agreement to be deemed stricken, unenforceable and severed from this Agreement.
5. Vendor has read this Agreement, fully understands its terms, understands that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signed: _____ Date: _____

Print Name: _____ ("Vendor") Date of Birth: _____

PARENT OR LEGAL GUARDIAN ACKNOWLEDGEMENT (IF UNDER THE AGE OF 18)

I represent and warrant that I am the parent or legal guardian of _____, the individual who signed the foregoing Release and Waiver ("Minor") and that I have received, read, and understood the foregoing Release and Waiver. I fully consent to and voluntarily authorize the Minor to execute said Release and Waiver (or, if applicable, have voluntarily executed said Release and Waiver on Minor's behalf). I acknowledge and agree that all representations, consents, agreements, grants, waivers, authorizations, indemnifications and releases herein shall be regarded as made by me on behalf of the Minor and shall be binding on me and the Minor.

Signed: _____ Date: _____

Print Name: _____ Relationship to Minor: _____