

Complete Form and Mail Back to LDI 47 West Main Street, Luray VA 22835 Before April 13, 2012

INDEPENDENT VENDOR AGREEMENT, WAIVER AND RELEASE OF LIABILITY/INDEMNIFICATION
2012 Festival of Spring

The undersigned (“**VENDOR**”) agrees and understands that he/she is an independent vendor and that the Town of Luray and/or Luray Downtown Initiative, Luray, Virginia are furnishing only the opportunity for the undersigned, as an independent vendor, to utilize Town and/or Parks property on May 12, 2012, for independent vendor purposes and is not providing responsibility, supervision or instruction.

VENDOR agrees that for and in consideration of the use of aforementioned property and/or facility for this vendor activity, that VENDOR does freely and voluntarily enter into this release of liability. VENDOR understands and is aware of the possible damage or loss from whatever causes that may arise from the approved usage of such a property and/or facility for independent vendor activities, and agrees to assume all risks in connection with the use of this property and/or facility and forever releases and holds harmless the Town of Luray and/or Luray Downtown Initiative, its employees, officers and agents, for any and all bodily injury or personal injury known or unknown, death or property damage caused by any accident or incident which may occur as a result of their utilization of this property and/or facility for independent vendor activity.

VENDOR agrees to abide by all the rules and regulations pertaining to such activity as may be designated by the Luray Downtown Initiative, its agents or employees. VENDOR further acknowledges that he/she understands that there is some danger involved in his/her organization’s participation in this event. VENDOR understands the risk involved and voluntarily assumes the risk of the possibility of any danger or injury to his/her person and/or others resulting from participation in this event. VENDOR acknowledges that to the best of his/her knowledge there are no known medical reasons why any of his/her organization’s personnel, agents, subcontractors and/or volunteers working this event can not or should not participate in this event.

The undersigned representative hereby certifies that his/her independent vendor organization is responsible for implementing and following all proper safety precautions to ensure the safety of his/her employees, volunteers, subcontractors, independent contractors, agents, guests and customers while each of the aforementioned participants is on Town of Luray property. VENDOR further agrees that he/she shall be responsible for the proper conduct of the involved participants and for proper care to Town of Luray property.

VENDOR further agrees that he/she shall be solely responsible for the restoration of any Town property used by him/her and/or his/her organization to its original condition should any damage occur or clean up following the event be required and that he/she will restore any property damage or return any property to equal or better condition if damaged by his/her employees, volunteers, subcontractors, guests and/or personnel. In consideration for being allowed to participate in the festival, VENDOR agrees and agrees for his/her executors, administrators and assigns, to forever release, discharge, indemnify and hold harmless the Town of Luray and Luray Downtown Initiative, Virginia, and its assigns, agents, servants, employees and volunteers from all claims or courses of action which may hereafter exist by reason of any loss, damage to property and/or personal injury and/or death which may be sustained by VENDOR, the undersigned or his/her partners, employees, guests and/or volunteers of the undersigned in consequence of being allowed to participate as a vendor at the 2012 Festival of Spring.

Furthermore, VENDOR acknowledges, understands and has been advised of the possible damage or loss that may occur from the utilization of this property and/or facility for its independent vendor activity, and hereby agrees to indemnify, defend and hold harmless the Town of Luray and/or Luray Downtown Initiative, its employees, agents and volunteers from and against any and all liabilities, damages, costs, expenses (including attorney’s fees), demands, actions or rights of action of whatever kind or name either in law or equity, brought or caused by the undersigned, his/her family, heirs, assigns and any other party, arising from his/her utilization of this property and/or facility for their independent vendor activity.

The undersigned person signing this Agreement on behalf of VENDOR represents and certifies that they have been authorized to sign this Agreement on **VENDOR’S** behalf and that all action necessary to so authorize the undersigned has been taken.

The undersigned further acknowledges that he/she has read the foregoing, understands its terms and meaning and has made diligent inquiry concerning any questions about this document that he/she may have had.

I have read the waiver and release of liability/indemnification carefully and understand all the stated terms.

_____ (initials of Participant)

Name of Vendor, Business, Company and/or Organization: _____

Signature of Vendor, Business, Company, Organization Owner/Corporation Officer: _____

Name of Participant: _____

Signature of Participant: _____ Date: _____