



# THE CORPORATION OF THE CITY OF WINDSOR

Earth Day Windsor-Essex 2026

## VENDOR/EXHIBITOR/PERFORMER WAIVER

Description of Activities:

Date & Start/End Time:

Vendor/Exhibitor/Performer's Legal Name ("Releasor"): \_\_\_\_\_ (PRINT PLEASE)

### PLEASE READ CAREFULLY BEFORE SIGNING

**To:** The Corporation of the City of Windsor (the "City"), its employees, Mayor and Members of Council, volunteers, and volunteer leaders (collectively the "Released Parties")

**As a Releasor, I fully understand and agree to the following:**

**Assumption of Risks:** Participation in 2026 Earth Day Windsor-Essex involves various risks, dangers and hazards, which all Vendors/Exhibitors/Performers are required to assume. The Releasor hereby freely accepts and fully assumes all such risks, dangers and hazards and the possibility of personal injury, bodily injury, death, and property damage or loss resulting from participation in 2026 Earth Day Windsor-Essex.

**Release:** In consideration of being granted permission to participate in 2026 Earth Day Windsor-Essex, the Releasor hereby for itself, its heirs, executors, administrators, or any others who may claim on its behalf, waives any and all claims that the Releasor may have against the City and/or the Released Parties, and to release the City and the Released Parties from any and all liability for any loss, damage, expense or injury including death that the Releasor may suffer, arising out of or sustained in the course of the Releasor's participation in 2026 Earth Day Windsor-Essex, due to any cause whatsoever, including any negligence, breach of contract or breach of any other duty of care, including any duty of care owed under the *Occupiers' Liability Act*, on the part of the City of the Released Parties.

**Indemnity:** In consideration of being granted permission to participate in 2026 Earth Day Windsor-Essex, the Releasor agrees to hold harmless and indemnify the City and Released Parties from any and all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, due to any personal injury, illness, loss of life or property damage arising from the Releasor's negligence, breach of contract or want of care while participating as a Vendor, Exhibitor, Performer in 2026 Earth Day Windsor-Essex.

**Rules:** The Releasor agrees to comply with all rules, instructions, and directions of the 2026 Earth Day Windsor-Essex staff and/or representatives, and as outlined in any written material provided. The Releasor understands and agrees that a failure to comply with the Rules may result in his/her participation in the 2026 Earth Day Windsor-Essex being terminated with immediate effect and that he/she may be required to remove him/herself forthwith from 2026 Earth Day Windsor-Essex.

**Consent to Use:** In consideration of being granted permission to participate in 2026 Earth Day Windsor-Essex, the Releasor grants the City, and anyone it may authorize, its consent to use its likeness, voice, words, or any other representation, as well as any works of art it may furnish [collectively the "Works"] in television, radio, film, print, or in any other form, and the right to reproduce, display, distribute, and record same, to promote 2026 Earth Day Windsor-Essex and any other future promotions as may be determined by the City. The Works may or may not identify the Releasor as the subject and/or author, and the Releasor waives any rights that it may have to inspect or give its approval to the Works.

**Personal Items:** The Releasor is fully responsible for their own personal items during 2026 Earth Day Windsor-Essex, including but not limited to any equipment, materials, or personal effects that they may use in the course of their Participation and the City and Released Parties shall not be liable for any loss of or damage to the same.

**I, ON BEHALF OF THE PERFORMER, AM AWARE OF THE NATURE AND EFFECT OF THIS ASSUMPTION OF RISKS, RELEASE, AND INDEMNITY AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT THE PERFORMER HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
Signature of Vendor/Exhibitor/ Performer Representative

\_\_\_\_\_  
Print Name Clearly

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Signature (If Releasor is under 18 years of age)