



THE CORPORATION OF THE CITY OF WINDSOR

2023 Earth Day

VENDOR/EXHIBITOR/PERFORMER WAIVER

Description of Activities: _____

Date & Start / End Time: _____

Vendor or Exhibitor or 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 2023 Earth Day 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, death, property or loss resulting from participation.

Release: In consideration of being granted permission to participate in 2023 Earth Day, the Releasor hereby for itself, its heirs, executors, administrators, or any others who may claim on its behalf, covenant not to sue, and hereby waive, release and discharge the City and the Released Parties from any and all claims of liability for personal injury, illness, loss of life or property damage of any kind or nature, arising out of or sustained in the course of the Releasor’s participation.

Indemnity: In consideration of being granted permission to participate in 2023 Earth Day, the Releasor agrees to hold harmless and indemnify the City and the Released Parties from any and all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, due to any personal injury or property damage to any third party arising from the Releasor’s participation as a Vendor/Exhibitor/ Performer in 2023 Earth Day.

Rules: The Releasor agrees to comply with all rules, instructions, and directions of 2023 Earth Day staff and/or representatives, 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 2023 Earth Day being terminated with immediate effect and that he/she may be required to remove him/herself forthwith from 2023 Earth Day.

Consent to Use: In consideration of being granted permission to participate in 2023 Earth Day, 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 2023 EARTH DAY 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: Releasor are fully responsible for their own personal items during 2023 Earth Day, including but not limited to any equipment, materials, works of art, or personal effects that they may use in the course of their Participation and the Released Parties shall not be liable for any loss of or damage to the same.

I, AM AWARE OF THE NATURE AND EFFECT OF THIS ASSUMPTION OF RISKS, RELEASE, AND INDEMNITY AND FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I/THE VENDOR/EXHIBITOR/PERFORMER HAVE/HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT AND INDUCEMENT. I HAVE REVIEWED AND UNDERSTOOD THE TRAINING MANUAL AND THE RULES.

Signature of Vendor/ Exhibitor /
Performer Representative

Print Name Clearly

Date

I have authority to bind the Corporation
(if signing on behalf of a Corporation)

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