

# APPLICATION AND PAYMENT TO BE SUBMITTED ASAP IN ORDER TO BE PLACED ON THE ILLUSTRATED SITE MAP

### **PAYMENTS WILL NOT BE ACCEPTED AT THE EVENT**

Plant Bamboo / Okeechobee, FL

Friday, March 21<sup>st</sup>, 2025, Vendor Setup Early Time 7am – 4pm

Friday, March 21<sup>st</sup>, 2025, Kickoff-Shindig Time 6:30pm – 9pm

Saturday, March 22<sup>nd</sup>, 2025, Event Time 8am – 5pm

Saturday, March 22<sup>nd</sup>, 2025, Night Ride SUNSET

Saturday, March 22<sup>nd</sup>, 2025, Show & Shine 8:15pm

Sunday, March 23<sup>rd</sup>, 2025, Event Time 8am – 4pm

We recommend load in early that can be done

**7AM-4PM** 

on Thursday March 20th or Friday March 21st

Saturday March 25th load in no later than 7AM

## **Vendor Application**

Company Name:	 	
Your Name:	 	
Address:	 	
City/State/Zip:		
E-mail:	 	
Phone:	 	

#### **Vendor Fee**

- (10' x 10' Space with 1 Jeep) \$200.00. Must donate product for Raffle Table. Please provide product description. Value must be \$100. Item picture and information must be provided 2 months before the event.
- (10' x 20' Space with 1 Jeep) \$300.00. Must donate product for Raffle Table. Please provide product description. Value must be \$150. Item picture and information must be provided 2 months before the event.
- (10' x 30' Space with 2 Jeeps) \$400.00. Must donate product for Raffle Table. Please provide product description. Value must be \$200. Item picture and information must be provided 2 months before the event.
- (10' x 40' Space with 2 or more Jeeps) \$500.00. Must donate product for Raffle Table. Please provide product description. Value must be \$250. Item picture and information must be provided 2 months before the event.

If larger space is needed, please contact Island Off-Road before completing the application, for placement on Site Map and to discuss pricing.

Illustrated Map with Vendor Location will be provided before the event via email.

We have electric in the vendor area. You will need to provide your own extension cords and waterproof power strip. Generators are allowed however please make sure you note that on the application so that we can place you on the sitemap correctly.

Electric (If Needed) – must specify prior to	festival \$25.00
Total Enclosed: \$	
Island Off-Road, LLC	

Make Zelle or PayPal (will need to paypal fee) Payments to <a href="mailto:lslandoffroadfl@gmail.com">lslandoffroadfl@gmail.com</a> (NOT OUR PHONE NUMBER) and email paperwork separately.

IF YOU ARE INTERESTED IN EXCLUSIVITY OF YOUR BUSINESS, PLEASE CONTACAT US TO DISCUSS OPTIONS.

**Please Note:** The electric fee includes electrical supply only. You will need to supply your own electrical cords. Please provide below the power connection that you will need. The power supply will be turned off at the conclusion of the event, please plan accordingly. Power Connection Type:

If serving from a trailer/truck you MUST list the exact length below, including the hitch, so management can design the event accurately without any last-minute shifting of booths.

Please, mail or scan completed application to:

Island Off-Road, LLC 2858 N. Dixie Hwy, Boca Raton FL 33431

OR:

Email: Islandoffroadfl@gmail.com

# SIGN AND DATE THIS FORM AND SUBMIT WITH YOUR APPLICATION

- 1. Set-Up –Thursday-Friday: 7:00 AM-4:00 PM/ Saturday MUST BE BY 7:00 am
- 2. You must be set-up for inspections 1 hour prior to announced opening time.
- 3. NO vendors will be placed on the site map unless full payment has been received. NO vendors will be allowed to set- up without having paid in full.
- 4. You, your staff, and your booth must remain neat, clean, and kept in an orderly fashion. Conduct and displays must be appropriate. No garbage/boxes/etc. may be in view. All boxes must be broken down before discarding.
- 5. Vendors are responsible for having appropriate licenses and collecting sales tax. The attached waiver must be signed.
- 6. No beverages may be sold by any vendor unless specifically approved by Island Off-Road, LLC.
- 7. Once your application is approved, no refunds will be issued.
- 8. Island Off-Road, LLC and C & C Underhill, Inc. will not be liable for any losses or damages of any kind that occur at your booth.
- 9. There are no refunds on deposits or cancellations of the event due to rain or acts of nature.

- 10. Only items listed and approved on this application will be allowed to be sold at the event.
- 11. You must adhere to hours for the event. Early breakdown will result in exclusion from ANY future Island Off-Road, LL events.
- 12. Island LLC reserves the right to reject or accept any vendor.
- 13. Each company/organization participating at the Plant Bamboo event shall indemnify and hold harmless, Island Off-Road LLC and C & C Underhill, Inc and all sponsors from all claims, liabilities, costs, expenses, and damages which may result from their operation.
- 14. Participants in concessions will refrain from consuming alcoholic beverages while working.
- 15. Vendor spaces must have a staff member at all times during the event hours.
- 16. Other businesses may not piggyback at your assigned Vendor spot. They must fill out their own application and with payment.
- 17. NO GUARANTEE: OWNER makes no representation, guarantee, or promise to vendor that the rental of exhibit or commercial space will be financially successful or even return to the vendor the cost of the space. OWNER cannot be responsible for adverse weather conditions.

Completed vendor application including signed.

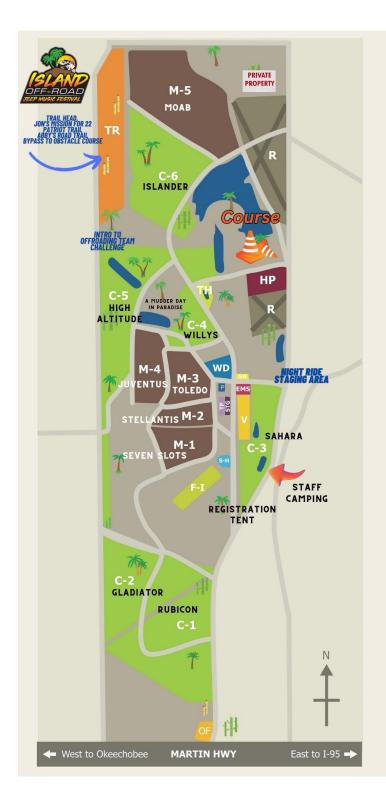
#### **Vendor Rules and Regulations**

Certificate of Liability Insurance as an Additional Insured and as Certificate Holder for all day(s) of event.

- 1. C & C Underhill, Inc (27695 SW Martin Hwy, Okeechobee, FL 34974, and separate certificate for Island Off-Road LLC (2858 N. Dixie Hwy, Boca Raton, FL 33431)
- 2. A Current Business License from County of Business Origin. Full payment enclosed for application booth fee

I am entering into a contract to participate in the Island Off-Road Jeep Music Festival, March 21<sup>st</sup>-23<sup>rd</sup> 2025. I agree to all management's rules and regulations. I understand this contract will be legally binding between two parties once the application has been accepted. Vendors should insure their own exhibit and display materials. Island Off-Road LLC, and C&C Underhill does not and will not assume liability for theft, injury, or any other accident that may occur during the event to visitors or vendors.

Vendor Signature: <sub>.</sub>		
Date:		





#### **NAVIGATION**

Campgrounds

C-1 C-2 C-3 C-4 C-5 C-6

Mudding Holes

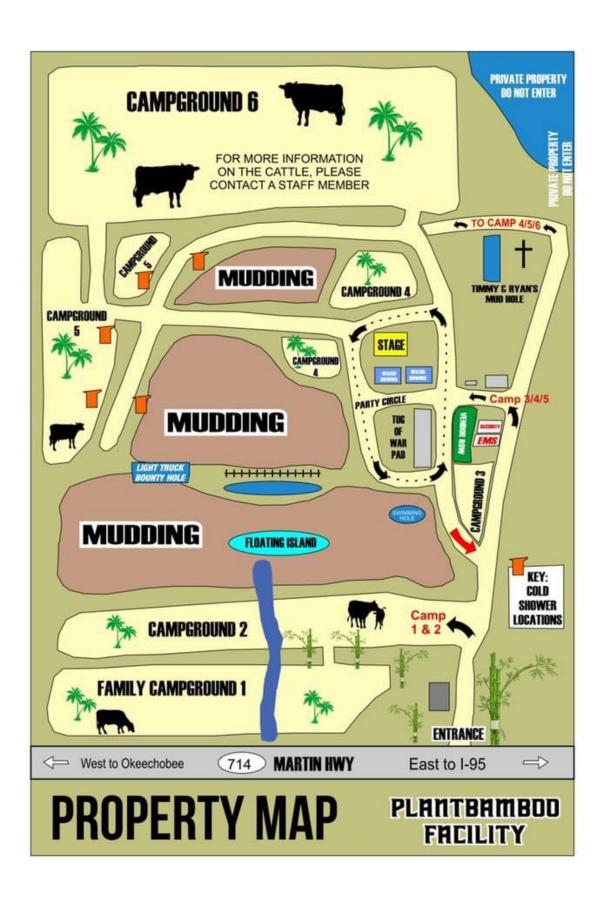
M-1 M-2 M-3 M-4 M-5

- TR Trails
- Timmy's Hole
- FI Floating Island
- TP Tug Pull /Show & Shine
- OF Office
- Vendors /Food Trucks
- STG Stage /Raffles
- **EMS** Emergency Services
- HP Helicopter Pad
- WD Wash Downs
- SH Swimming Hole
- Water
- SH Showers
- R Residence No Tresspassing
- P Portalets
- Obstacle Course
- RT Registration Tent









#### WAIVER AND RELEASE OF LIABILITY

**IN CONSIDERATION OF** the risk of injury that exists while participating ON THE TRAILS or ANY OTHER ACTIVITIES WHILE ONSITE (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge ISLAND OFF-ROAD, LLC, located at 2858 N Dixie Hwy, Boca Raton, Florida 33431, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, ORFROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend, and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releases are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releases. In the event that I should require medical care or treatment, I authorize Island Off-Road, LLC to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred because of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Island Off-Road, LLC official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS
"WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A
RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND
DISCHARGE Island Off-Road, LLC, PLANTBAMBOO AND ALL OF ITS
AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS,
STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS,
SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR
CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR
WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL
ACTION AGAINST ISLAND OFF-ROAD, LLC

#### FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Island Off-Road,

LLC, its agents, and employees.

I agree that this Release shall be governed for all purposes by Florida law, without regard to any conflict of law principles. This Release supersedes all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both and Island Off-Road, LLC agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

In the event of an emergency please contact the following person(s) in the order presented:

**Emergency Contact** 

Contact Relationship

#### **Contact Telephone**

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL. I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release.

THIS IS A RELEASE OF YOUR RIGHTS. READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

(Signature & Print Name for all participants)

(PRINT)

(Date)

(Signature for Minor)

(PRINT)

(Date)

#### PROTECTIVE RIDING HEADGEAR REFUSAL AGREEMENT

I, the undersigned, have been fully warned and advised by C & C Underhill, Inc. (hereinafter collectively referred to as "C&CH"), that I should wear a properly fitted and secured DOT and/or or SNELL certified helmet while riding or being around all-terrain vehicles ("ATV's") or off-highway vehicles ("OHV's") (whether on the premises or off of the C&CH's premises) in order to potentially reduce the severity of an injury and/or to possibly prevent my death from occurring as the result of a fall or any other occurrence associated with this activity. I understand that by not wearing a helmet, I will be going against manufacturers' requirements and putting myself at an increased risk for injuries, and against the advice of C&CH and numerous court cases I am refusing this critical safety precaution. I also understand that minors are not allowed to refuse protective headgear and I cannot sign on their behalf to waive the requirement.

I, the undersigned, understand its warni	the	foregoing	statement	carefully	before	signing	and	do
Name of Rider							Date	<del></del>
Signature of Rider	 						Date	 e

#### PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of C & C Underhill, Inc., their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as " C&CH"), I hereby agree to release, indemnify, and discharge C&CH, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that my participation in Mud Bog and Truck Pulls Events including Camping for events activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; the possibility of rough terrain; colliding with objects or other people; drivers may be jolted, jarred, bounced, thrown about and otherwise shaken during rides; it is possible that riders could be injured if they come into contact with other passengers, equipment, or other objects; injuries can be sustained from the track, equipment or from items on the track such as holes, bumps, ruts, obstacles, or rocks; strains, sprains, broken bones and musculoskeletal injuries including head, neck, and back injuries; cuts, abrasions, and bruises; cardiac related illness; equipment failure; condition of the track; exhaustion; eye damage or loss; exposure to the elements of the outdoors and natural surroundings which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; further, passengers can be thrown from their vehicle or machine which can result in any of the above events occurring; collisions, and flipping over; the negligence of participants, or other persons who may be present; accidents or illness can occur in remote places without medical facilities; my own physical condition, and the physical exertion associated with this activity; transmissible pathogen or disease; Traveling to and from activity locations raises the possibility of any manner of transportation accidents.

Furthermore, C&CH personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

- 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I agree to wear a properly fitted and secured DOT or SNELL certified helmet while participating in this activity.
- 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless C&CH from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of C&CH's equipment or facilities, including any such claims which allege negligent acts or omissions of C&CH.
- 4. Should C&CH or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- 6. In the event that I file a lawsuit against C&CH, I agree to do so solely in the state of Florida and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against C&CH on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at C&CH. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name		DO	В	Phone Number	
Address			City		
State	Zip	Email	City		
	Zip	Eman_			
Signature of Participant			I	Date	