



40th Annual Cypress Community Festival Booth & Vendor Waiver

OCTOBER 8TH & 9TH, 2021 – CYPRESS COMMUNITY CENTER

THIS AGREEMENT MUST BE SIGNED BY ALL FESTIVAL VENDORS

The COVID-19 (Coronavirus) outbreak is an ongoing and developing situation. The Cypress Community Festival Association (“CCFA”) encourage the community to monitor publicly available information and to always follow federal, state and county public health guidance and government mandates. While participating in these activities, you are required to follow all applicable social distancing orders and guidelines. By potentially being exposed to others who might have COVID-19, you assume the risks of exposure to COVID-19 and assume all potential health risks to yourself and that could cause harm to you and your family. The CCFA is following recommended steps by County health officials. The CCFA cannot protect you nor your family against all possible risks of COVID-19. We encourage you to wash your hands frequently and take all necessary steps to protect your health consistent with federal, state and county public health guidelines.

In exchange for participating in the Cypress Community Festival (the “Festival”), I hereby agree on behalf of myself and my spouse, parents, children, family, employees, agents, heirs, estate, executors, company or other entity, of any form or type, representatives, administrators, insurers, successors and assigns, distributees, guardians and/or other legal representatives (collectively the "Releasing Parties") to fully release, discharge and to not make any claim against, file a lawsuit against, attach the property of, or prosecute the CCFA, Cypress Chamber of Commerce (the “Chamber”), City of Cypress (the “City”), and/or Cypress Recreation and Park District (the “District”) and/or either of their employees, officers, elected and appointed officials, volunteers, boards, departments, agents, contractors and/or anyone else acting on its/their behalf (collectively the "Released Parties") for any and all claims, causes of action, including, but not limited to, emotional distress, bodily injury, death, or property damage arising out of any actions by any of the Released Parties' employees, officers, elected and appointed officials, volunteers, boards, departments, agents, contractors and/or anyone else acting on the Released Parties' behalf in connection with the Festival. In addition, the Released Parties will indemnify the Releasing Parties for damages due to the negligent or willful acts of the Released Parties. **I UNDERSTAND THIS RELEASE SHALL BE EFFECTIVE EVEN IF THE LOSS, DAMAGE OR INJURY WAS NOT FORESEEABLE OR RESULTS, IN WHOLE OR IN PART, FROM THE NEGLIGENCE OF THE RELEASED PARTIES AND/OR ANY OF THE ABOVE PERSONS.**

I further understand that my participation in certain activities during the Festival could involve the risk of serious injury and even death, and agree to assume any and all risk of serious injury or death in participating in those activities. In case of an accident or other emergency, personnel of the Released Parties and/or their agents, are hereby authorized to secure medical care deemed necessary by them, as a result of that accident or injury, for me at my expense. I further agree to indemnify and defend the Released Parties and to pay for any and all costs incurred (including, but not limited to, medical treatment, pain and suffering, emotional distress, any settlement paid or judgment, legal costs and/or attorneys' fees) as a result of any injury and all claims of any nature caused by and/or as a result of Releasing Parties' conduct at the Festival. I also consent to the use of activity/event photography and/or video taping of me and the display of those pictures for promotional use, including on the Released Parties websites and social media sites.

By signing below, I acknowledge and represent that **I HAVE COMPLETED THE VENDOR BOOTH APPLICATION, READ THIS AGREEMENT AND THE BOOTH VENDOR POLICIES AND PROCEDURES CAREFULLY, I FULLY UNDERSTAND THEIR CONTENTS, MY FINANCIAL OBLIGATIONS AND I VOLUNTARILY AGREE TO THEIR TERMS.** No oral representations, statements or inducements, apart from this written agreement, have been made. If any portion of this agreement is declared invalid by a court, the remainder shall continue in full force and effect. Where this agreement is signed by a parent or legal guardian on behalf of a minor, the use of the word “me” in this agreement shall include and bind the minor, and the use of the word “I” in this agreement shall include the parent or legal guardian acting on behalf of and binding the minor to this agreement.

I declare under the penalty of perjury under the laws of the State of California that I am eighteen (18) years of age or older and am fully competent to sign this agreement. IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, by signing below, I declare under the laws of the State of California that I am the parent/legal guardian for the minor participant herein and am authorized to sign this agreement on their behalf.

Initial Here for Page 1: _____



40th Annual Cypress Community Festival Booth & Vendor Waiver

OCTOBER 8TH & 9TH, 2021 – CYPRESS COMMUNITY CENTER

If signing for a company/entity, the person executing this agreement on behalf of that party represents and warrants that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this agreement on behalf of said party and to bind that party, including its members, agents and assigns, (iii) by so executing this agreement, such party is formally bound to the provisions of this agreement, and (iv) the entering into this agreement does not violate any provision of any other agreement to which said party is bound.

PRINT NAME

COMPANY/ENTITY NAME

SIGNATURE

DATE

THIS AGREEMENT MUST BE SIGNED BY ALL FESTIVAL VENDORS AND INCLUDED WITH THE VENDOR APPLICATION AND PAYMENT TO AVOID ANY DELAYS IN PROCESSING THE REQUEST.