

# VENDOR LIABILITY WAIVER

THIS VENDOR LIABILITY WAIVER (“Waiver”) is entered into effective as of the date of signature in consideration for you (“Releasor” or “Vendor”) receiving permission to enter, rent, lease, license, occupy or otherwise make use of selling space (the “Market Space”) at an LBJ FARMERS’ MARKET (the “Market”) operated by The LBJ Farmers Market Manager and Johnson City Coffee Co. (LBJ Farmers’ Market).

## AGREEMENT

1. **General Release.** In consideration of LBJ Farmers’ Market granting me the right to use the Market Space, I, for myself, my employees, agents, representatives, and assigns, hereby release and hold harmless LBJ Farmers’ Market, and its contractors, directors, officers, employees, agents, representatives and assigns (“Releasees”), from all claims of negligence resulting in personal injury, accident, illness (including death) or property damage arising from or relating to my participation in the Market and use of the Market Space.
2. **Assumption of Risk.** In executing this release, I acknowledge that participation in the Market and use of the Market Space carries certain inherent dangers that cannot readily be eliminated regardless of the care taken to prevent and avoid injury, and hereby additionally assume the risk of liability for injury, accident, or illness, including death, resulting from such dangers. These dangers include, without limitation, heavy lifting, falling objects, exposure to hazardous materials or equipment, exposed wires, moving vehicles, and uneven footing, as well as general risks including, but not limited to slips, trips, falls, cuts, adverse weather conditions, falling trees or branches, and the acts or omissions of Market customers or vendors or other members of the public. I understand that the description of the risks in this Waiver is not complete and that other risks or events arising from participation in the Market or use of the Market Space, both known or unknown, anticipated or unanticipated, may result in serious bodily injury, death, or property damage.
3. **Indemnification.** I agree to indemnify and defend Releasees, through their own choice of counsel, against any and all damages, including costs, expenses and attorney fees, arising out of or related to claims due to the negligent or intentional acts or omissions of myself, my employees, agents, representatives or assigns in connection with my participation in the Market or use of the Market Space, including any acts or omissions undertaken in contravention of LBJ Farmers’ Market Vendor Guidelines/Rules.
4. **Compliance with Laws.** I agree to obey all laws, ordinances, rules and regulations adopted or established by Federal, State, or local governmental agencies or bodies while participating in the Market or using the Market Space.
5. **Media Release.** In further consideration for my use of the Market Space, I authorize LBJ Farmers’ Market the use of my likeness or identifying information in any publications or publicity materials. including but not limited to, books, internet and web content, newsletters, newspapers, and other means of advertising, without any compensation or fee being paid.

6. Choice of Law. I agree that any dispute concerning this Waiver will be governed by the laws of the State of Texas and that the exclusive venue for any dispute that may arise out of this Agreement will be in Blanco County, Texas. If any clause or provision of this Waiver is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision will not otherwise affect the remaining provisions of this Agreement, which will continue to be enforceable.
7. I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS WAIVER, I AM FREELY AND KNOWINGLY AGREEING TO ALL OF THE PROVISIONS OF THIS WAIVER, AND I UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS OF THE WAIVER.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Vendor Print Name

\_\_\_\_\_  
Farm/Business Name