



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

Plant Bamboo / Okeechobee, FL

Friday, March 22nd, 2024, Vendor Setup Early Time 7am – 5pm

Friday, March 22nd, 2024, Kickoff-Shindig Time 7:15pm – 9pm

Saturday, March 23rd, 2024, Event Time 10am – 7pm

Saturday, March 23rd, 2024, Night Ride 7:15pm

Sunday, March 24th, 2024, Event Time 10am – 5pm

**We recommend load in early that can be done
on Thursday March 23rd or Friday March 24th**

7AM-5PM

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) \$300.00.

(10' x 20' Space with 1 Jeep) \$350.00.

(10' x 30' Space with 2 Jeeps) \$400.00.

(10' x 40' Space with 2 or more Jeeps) \$500.00.

Food Truck \$200.00.

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 Islandoffroadfl@gmail.com and email paperwork separately.

IF YOU ARE INTERESTED IN EXCLUSIVITY OF YOUR BUSINESS, PLEASE CONTACT 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 / phone (561) 596 -5066

SIGN AND DATE THIS FORM AND SUBMIT WITH YOUR APPLICATION

- 1. Set-Up –Thursday-Friday: 7:00 AM-5:00 PM/ Saturday: 7:00-Sunday: 7:00AM**
- 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 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. No vendor may use polystyrene products, (plates, bowls, cups, containers, lids, flatware, and all similar articles that consist of expanded polystyrene) or plastic straws.**
- 16. Other businesses may not piggyback at your assigned Vendor spot. They must fill out their own application and with payment.**

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 22nd-24th 2024. 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: _____

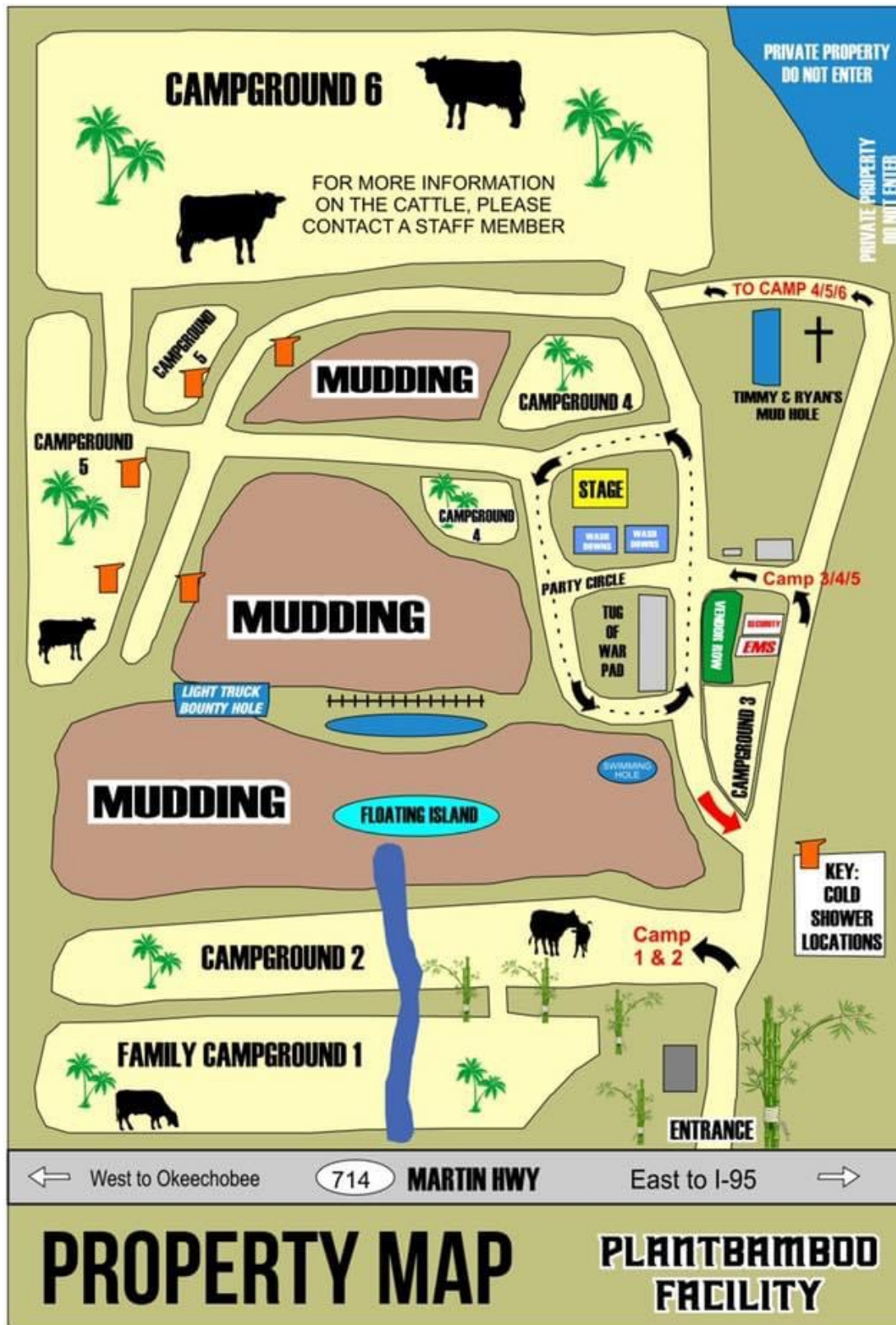
Date: _____



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
- Trails
- Timmy's Hole
- Floating Island
- Tug Pull
- Office
- Vendors
- Stage
- Emergency Services
- Helicopter Pad
- Wash Downs
- Swimming Hole
- Water
- Showers
- Residence No Trespassing





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, OR FROM 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)

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of C & C Underhill, Inc., Plant Bamboo, Chester and Inez Underhill Heritage Park, their agents, owners.

officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to

as "UH), I hereby agree to release, indemnify, and discharge UH, on behalf of myself, my spouse, my children, my parents, my heirs.

assigns, personal representative and estate as follows:

I acknowledge that my participation in trail riding, mud pit, and camping 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: the possibility of rough terrain, slips and falls;

passengers can be jolted, jarred, bounced around,

thrown about and otherwise shaken during rides; collision with fixed or movable objects, or vehicles; hypothermia, hyperthermia (heat

related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially

dangerous wild animals, insect bites, and hazardous plant

life: aggressive and/or poisonous marine life; sprains, strains, scratches, bruises, abrasions, cuts, lacerations, broken bones, fractures,

musculoskeletal injuries including head, neck, and back injuries; wrist, arm, or shoulder

injuries; equipment failure and/or operator error;

the negligence of other visitors, participants, or other persons who may be present;

improper lifting or carrying; 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; accidents or

illness can occur in remote places without medical

facilities and emergency treatment or other services rendered.

Furthermore, UH 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. Additionally, I agree to wear a

properly fitted and secured DOT or SNELL

certified helmet while participating in this activity.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless UH 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 UH's equipment or facilities,

including any such claims which allege negligent acts or omissions of UH.

Should UH 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.

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 UH, 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 UH 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 UH. 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

DOB

Phone Number

Address

City

State

Zip.

Email

Signature of Participant

Date

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of the following minors): (print name(s))

being permitted by UH to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless

UH from any and all claims which are brought by, or on behalf of minors), and which are in any way connected with such use or participation by minors). Minor's) DOBs)

Parent or Guardian:

Print Name:

Date:

PROTECTIVE RIDING HEADGEAR REFUSAL AGREEMENT

I, the undersigned, have been fully warned and advised by C & C Underhill, Inc., Plant Bamboo, Chester and Inez Underhill Heritagc Park (hereinafter collectively referred to as "UH"), that I should wear a properly fitted and secured DOT and/or or SNELL certified helmet while riding or being around all-terrain vehicles ("TV's") or utility-terrain vehicles ("UTV's") or any other motorized vehicle (whether on the premises or off of the UH'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 advicc of UH and numerous court cascs I am refusing this critical safcty precaution. 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, have read the foregoing statement carefully before signing and do understand its warning.

Name of Rider

Signature of Rider

Date