



**2023 FoodVendor's Registration Form**  
**Event Date: August 26, 2023**  
**Event Location: WesBanco Amphitheater**  
**176 PK Vw Ave., Mount Washington, KY 40047**

Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Website/Social Media Page (if available): \_\_\_\_\_

List all items you plan to sell or display: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**15 MAXIMUM VENDORS** (first come, first serve, booth location chosen by event staff)  
Event does not provide tents, tables, chairs, etc.

**DEADLINE July 26, 2023**

**\$300 Food Vendor Spot**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## 2023 Waiver and Release of Liability and Agreement to Indemnify and Hold Harmless Form

Vendor Name: \_\_\_\_\_

In consideration of entry into and participation in the activities associated with Charley's Rainbow, Inc and in recognition of the risk of injury while participating in any activities and as consideration for the right to participate in the activities, I hereby for myself, my heirs, executors, administrators, assigns, or personal representatives 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 whatsoever arising out of my participation and do hereby RELEASE and forever discharge Charley's Rainbow, Inc and their affiliates, managers, members, agents, attorneys,

employees, volunteers, heirs, representatives, predecessors, successors and assigns, the event site and its agents, attorneys, employees, volunteers, heirs, representatives, predecessors, successors and assigns and all sponsors and/or beneficiaries of Charley's Rainbow, Inc from any and all liability, claims, demands, damages, actions or causes of action of every kind and character now existing or which hereinafter may arise as a result of my participation regardless of cause or whether any injury is caused by the sole, joint, comparative, or concurrent negligence or gross negligence or fault of Charley's Rainbow, Inc, the negligence or fault of myself or third parties, the conditions of the event site or any other cause. Further and for the consideration herein described, I agree to INDEMNIFY and HOLD HARMLESS Charley's Rainbow, Inc against any and all claims,

demands, damages, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought to me or anyone on my behalf, including attorney's fees, if litigation arises on account of claims made by me or anyone on my behalf caused by negligence, gross negligence,

negligence per se, strict liability and/or liability under the Deceptive Trade Practices Act or other fault regardless of cause or whether caused by the sole, joint, comparative, or concurrent negligence, gross negligence or fault of Charley's Rainbow, Inc, my own fault or the fault of third parties, the conditions of the event site or any other cause. To INDEMNIFY means to assume the liability in a situation, thereby relieving the other party of responsibility. I recognize that various photographs, video recordings and/or other media will be taken during Charley's Cure Fest activities. I agree to grant Charley's Rainbow, Inc full permission to use any photographs, video recordings, or other media of Charley's Cure Fest activities that contain my likeness for

the purpose of promoting Charley's Cure Fest or its SPONSORS in any manner deemed appropriate by Charley's Rainbow, Inc. I further agree to RELEASE and INDEMNIFY Charley's Rainbow, Inc for any claims of NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENCE PER SE, STRICT LIABILITY or LIABILITY under the DECEPTIVE TRADE PRACTICES ACT or other fault for claims made that relate to any usage of photographs and/or interviews, including but not limited to damages, losses, costs of defense, attorney's fees and whether caused by the sole, joint, comparative or concurrent negligence, gross negligence or fault of Charley's Rainbow, Inc or myself or third parties, the conditions of the event site or any other cause. Every vendor must comply with all pertinent laws and ordinances, including, but not limited to, Kentucky Alcoholic Beverage Control and any additional rules of Charley's Cure Fest. Failure to comply with laws, ordinances, and rules will result in immediate removal from the vendor area and forfeiture of future invitations. **I hereby declare that I have read and fully understand this Agreement in its entirety and that, by signing (or clicking) below, I assent to the terms and conditions contained this Agreement and supporting rules and regulations forms.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_