



RIGHT OF ENTRY AGREEMENT with MCA

Legal Name of Participating Vendor

Date

The entity named above (a “Participating Vendor”) acknowledges and understands that the Denver Arts Festival (Festival) is owned, operated and managed by Denver Art Festival LLC (“DAF”) on land owned by the Park Creek Metropolitan District (the “District”), which land is managed by the Master Community Association (the “Association”).

In consideration of being permitted to enter onto the District’s property (each a “Facility” and together the “Facilities”) and participate in the Festival for the purpose of making sales of goods and services, the Participating Vendor hereby agrees as follows:

1. The person executing this agreement is authorized to make and sign this Right of Entry Agreement on behalf of the Participating Vendor (the “Group”).
2. It is possible that you, members of the Group, your guest(s), invitee(s), licensee(s), and/or attendee(s) (the “attendees”) may be injured while participating in activities on the Facilities, (the “Activities”), either because of your or your attendees’ conduct, conduct of others, the District or Associations’ conduct, or the condition of the Facilities. You expressly acknowledge and agree that the Activities at the Facility are dangerous and involve risk of serious injury, death and/or property damage. Such loss and injury may include bodily injury, permanent disability or death, damage to personal property (including vehicles) and severe social and economic losses. By signing below, you certify that you understand that these are some, but not all of the risks. There may be other risks and dangers, a complete listing of which is not possible and cannot be anticipated, and you shall assume all such risks and dangers, whether or not described here, known or unknown.
3. Upon entering the Facility, you will continuously thereafter inspect the Facility, and your continued use of the Facility shall constitute an acknowledgment that you have inspected the Facility and find and accept it as being safe and reasonably suited for the purposes of use. You further agree and warrant that, if at any time the Facility is deemed unsafe, you will notify Association officials and terminate use of the Facility.



4. You, on behalf of yourself and the Group, HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE DISTRICT AND ASSOCIATION, its officers, officials, employees, agents, consultants and representatives for any and all claims, demands or causes of action whatsoever arising out of any claim, liability, damage, loss or injury (including death) incurred on or to you or your attendees as a direct or indirect result of your or the Group's use of the Facility for any purpose.

5. You, on behalf of yourself and the Group, AGREE TO RELEASE, FULLY INDEMNIFY, HOLD HARMLESS, AND DEFEND the District, Association, DAF and its officers, directors, agents, employees, contractors, and subcontractors from all liability, damage or cost, including reasonable attorneys' fees, which may have accrued due to the use, activities or presence of the Group, including liability for any of your attendees and any claim asserted by you, your family, your attendees, the Group or its employees, or third-parties in conjunction with or arising in any way out of the use, operation or maintenance of the Facility.

6. You, on behalf of yourself and the Group, ASSUME FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE caused by the Group. You accept without limitation the full responsibility for all attendees, you agree to supervise your attendees and be financially responsible for any damage caused by you or your attendees, and agree you will ensure that all federal, state and county regulations. You further acknowledge that you are legally responsible for your actions, the Group's actions and your attendees' actions, including, but not limited to, damage to private or public property and/or personal injury. You will provide labor and materials for the repair or replacement of these damages, or at the option of the Association, you will pay the cost of the repairs.

7. IN THE EVENT THAT YOU SERVE OR SUPPLY INTOXICATING BEVERAGES BY WHATEVER MEANS AT THE FACILITY, YOU SPECIFICALLY ACKNOWLEDGE THAT THE TERMS OF THIS RIGHT OF ENTRY AGREEMENT WILL APPLY THERETO IN EVERY RESPECT. YOU HAVE ACKNOWLEDGED AND AGREED THAT YOU WILL BEAR COMPLETE RESPONSIBILITY, IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, FOR SUCH INJURIES OR DAMAGES TO PERSON OR PROPERTY WHICH MAY RESULT AND WILL INDEMNIFY THE DISTRICT AND ASSOCIATION FOR ANY AND ALL LIABILITY INCURRED AS A RESULT OF SERVING OR SUPPLYING INTOXICATING BEVERAGES ON DISTRICT PROPERTY.

8. You agree that at your sole cost and expense, you will promptly comply with all laws, ordinances, and regulations of Federal, State, County, Municipal and other lawful authority



pertaining to the use and occupancy of the Festival, including but not limited to your obligation to obtain and maintain a Sales Tax License from any applicable authority.

9. You agree to hold the District, the Association and DAF harmless from all costs incurred and/or associated with vendor liens of vendor claims of whatever type that may be filed or that arise out of your use of the District property, including any verified statements of claim filed with the District and Association as a result of your failure to pay all sums due or claimed for materials, labor or services.

10. You acknowledge and understand that your conduct and behavior as well as the conduct and behavior of your group are bound by the Rules and Regulations for Parks and Open Space and that violation of the same by you or any member of your group are grounds for termination of this Agreement and ejection from the Facilities.

You expressly agree that the foregoing release, and indemnifying agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado, and further, that if any part thereof is held invalid, the remainder of this agreement shall continue in legal force and effect. You agree that you have sufficient information regarding use of the Facility to assess the potential degree of risk involved and the extent of possible injury, understand the Activities and potential risks, have carefully read and fully understand the effect of relinquishing the rights that you hereby waive, and voluntarily sign this Right to Enter Agreement.

Printed Name of Participating Vendor's Agent

Signature of Participating Vendor's Agent

Date

