



FOR OFFICE USE ONLY	
Clerk/Finance copy:	_____
Committee copy:	_____
Town Planner copy:	_____
Amount received:	_____ on: _____

2021 Application for 'Non-Food Truck' Vendors & Groups

PLEASE KEEP A COPY OF THIS PAGE and the FAQ's FOR YOUR RECORDS

WAIVER, RELEASE, INDEMNIFICATION OF ALL CLAIMS & COVENANT NOT TO SUE

I, _____ (Name of Person) of _____ (Vendor/Group Name), hereby affirm that I understand there are hazards and risks inherent in participating in a festival event, and that I have been well advised and thoroughly informed of the policies of the event. By participating in the 2021 Gray Blueberry Festival, I know that I am exposing myself to certain known and unknown liabilities in my direct and indirect actions with the public and invitees of this event. In addition to these inherent risks, my participation in the Festival includes the risk of exposure to communicable diseases, including but not limited to COVID-19. COVID-19 is extremely contagious and spreads through direct person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of COVID-19, which may not be possible during my participation in the Festival. If contracted, COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in the Festival could increase my risk of contracting COVID-19. I understand that the Town of Gray in no way warrants that COVID-19 infection will not occur through my participation in the Festival.

After acknowledging these risks, I KNOWINGLY AND FREELY ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION IN THE 2021 GRAY BLUEBERRY FESTIVAL. I, on behalf of myself, my heirs, successors, assigns, and personal representatives, HEREBY RELEASE AND HOLD HARMLESS the Gray Blueberry Festival, and the Town of Gray, its employees, agents, officers, volunteers, and insurers, WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE of the Gray Blueberry Festival or the Town of Gray, which could arise out of the course of my participation in the 2021 Gray Blueberry Festival. I, on behalf of myself, my heirs, successors, assigns, and personal representatives, further agree to INDEMNIFY AND HOLD HARMLESS the Gray Blueberry Festival and the Town of Gray from any and all causes of action, claims, demands, damages, costs, expenses, losses or compensation of any nature whatsoever arising out of or in any way related to my participation in the 2021 Gray Blueberry Festival.

I also give permission for photos to be taken of me for promoting this annual Town festival.

I (Name of Person Signing) _____, further state that I am of lawful age and legally competent to sign this affirmation and release; that I have the right and/or responsibility to sign this affirmation and release on behalf of the applicant named herein; that I understand the terms herein are contractual and not a mere recital; and that I have signed this document of my own free will without any inducement.

I HAVE FULLY INFORMED MYSELF/OUR GROUP OF THE CONTENTS OF THIS AFFIRMATION AND RELEASE BY READING IT BEFORE I SIGN IT.

Print Name: _____

Company/Group Name: _____

Signature: _____ **Date submitted:** _____

Cell Phone: _____ **Email:** _____