



**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR VENDORS at Carpinteria Arts Center**

1. In consideration for receiving permission to perform at the Carpinteria Arts Center, Artists Marketplace, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Carpinteria Valley Arts Council, their officers, agents, or employees (hereinafter, referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fully extent allowed by law.
2. I am fully aware of the risks and hazards connected with the activities involved in any event, and I am aware that such activities include the risk of injury, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that the Carpinteria Valley Arts Center Council and the Avocado Bazaar do not require me to participate in these activities. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.
3. I further hereby AGREE TO INDEMINIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.
4. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of California and that any mediation, suit, or other proceeding must be filed or entered into only in California and the federal or state court of California. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

**IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.**

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

Printed name \_\_\_\_\_