



## **Vendor Waiver & Indemnity Agreement**

By agreeing to this Waiver and Indemnity Agreement the undersigned, hereinafter referred to as “vendor” represents and warrants that vendor has read, understands, and voluntarily and knowingly agrees to the following:

1. Vendor has reviewed and agrees to comply with the Beltane-May Day Festival, hereinafter referred to as the “festival”, registration requirements for admission as a vendor for the festival.
2. Vendor, vendor’s personnel, including managers, officers, agents, employees, and vendor’s personal or business property are not insured by the festival, The Pagan Path, Inc., or Thomas and Orallee Robinson, including their respective directors, officers, employees, agents and volunteers (collectively, the “Indemnitees”).
3. Vendor hereby warrants, as a condition of permission to vend at the festival, that vendor has inspected the premises of the festival and has deemed the premises suitable for the vendor’s operations.
4. Vendor assumes the risk of any injuries that may occur on their assigned vendor space, or damage to vendor’s property the vendor incurs while vending at the festival.
5. Vendor agrees to release, forever discharge and hold harmless the Indemnitees from any responsibility, personal liability, claims, loss or damage of any kind, or expenses, including attorney’s fees, arising out of or related to vendor’s vending application and participation in the festival. The terms of this paragraph include, but are not limited to, special, direct, indirect incidental, or consequential damages for injuries of any kind, including but not limited to the loss of life or limb, loss of personal or business income, physical damages, or any other loss, whether or not foreseeable.
4. Vendor further agrees to defend and indemnify the Indemnities against all claims, losses, and lawsuits alleged to be the result of, all or in part, of vendor’s acts or omissions in any way related to the festival.