



**2018 CHRISTMAS ON THE PENINSULA
Christmas Market Vendor Waiver**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration for the rental of a Vending Space in the Christmas on the Peninsula Festival November 24th 2018, I hereby agree to the following:

I agree to respect for the comfort and well being of Festival visitors by refraining from direct or aggressive solicitation.

I and my staff agree to abide by the following Festival rules:

- No consuming of alcohol or any illegal substances
- No audio promotion or amplified music.
- **No signage except by prior permission by the Christmas Market Manager**

I am responsible for leaving the Christmas Market space (Vending Area) in the condition that it was originally received, i.e. removal of all debris such as boxes, etc.

Government safety and health regulations must be met when selling prepared food items. Food items to be sold at the market must meet the Fraser Health Authority regulations and must be approved by the District Public Health Inspector of the South Fraser Public Health Unit. All food handlers must have completed a food safe course.

I waive any and all claims that I have, or may have in the future, against the Christmas on the Peninsula Society and their directors/officers, employees, agents and representatives (hereinafter collectively referred to as "the Releasees"), and the release of the Releasees from any and of all liability for any loss, damage, injury or expense that I may suffer as a result of or arising out of any respect of my use of the Vending Area due to any cause whatsoever, including negligence or theft, or a failure to provide warnings, directions, instructions or guidance as to the use of the Vending Area.

I agree to hold harmless and indemnify the Releasees from any and all liability for any loss, damage, injury or expense to any third party, resulting from the use of the Vending Area.

The Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assignees and representatives in the event of my death or incapacity.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS THAT I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNEES MAY HAVE AGAINST THE RELEASEES.

Signature of Vendor

Print Name

Company Name

Date

