

Fayette County Chamber of Commerce  
Toast to Summer  
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Exhibitor/Business Name: \_\_\_\_\_

Exhibitor Representative/Contact: \_\_\_\_\_

In consideration for participating in the FAYETTE COUNTY'S TOAST TO SUMMER 2017 (SHOW), which is sponsored by Fayette County Chamber of Commerce and the Fayette County Pilots Association, I hereby release, waive, discharge and covenant not to sue, and agree to hold harmless for any and all purposes, FAYETTE COUNTY'S TOAST TO SUMMER 2016, Fayette County Pilot's Association, Fayette County Commissioners and their representatives from any and all liabilities, claims, demands, or injury, including death, that may be sustained by me while participating in such activity, or while on the premises that is owned, leased, or controlled by the Fayette County Commissioners, including travel to and from the SHOW's activities, including injuries sustained as a result of the negligence of the Fayette County Chamber of Commerce, Fayette County Pilot's Association or the Fayette County Commissioners.

Exhibitor agrees that Exhibitor is solely responsible for any loss or damage to its property while the same is in transit to or from the SHOW, or while Exhibitor's property is at the SHOW. Exhibitor agrees that within the confines of the space(s) contracted for by the Exhibitor, neither Fayette County Chamber of Commerce, Fayette County Pilot's Association or Fayette County Commissioners, or their representatives shall be held liable or responsible for property loss, property damage, or any bodily injury to the Exhibitor or Exhibitor's employees, guests or visitors while at the SHOW. Exhibitor is responsible for obtaining appropriate insurance coverage.

Exhibitor shall be liable for any property damage or personal injury to any individual caused by Exhibitor, or Exhibitor's employees or representatives. Exhibitor shall defend, indemnify and hold harmless Fayette County Chamber of Commerce, Fayette County Pilot's Association, Fayette County Commissioners, its officers and employees from and against all claims, actions, suits demands, proceeding costs, damages and liabilities, arising out of, connected with, or resulting from any acts or omission of Exhibitor or any employee or representative of Exhibitor participating in the SHOW.

By my signature below I agree that I have read and voluntarily signed the release and waiver of liability and indemnity agreement, and further agree that no oral representation, statements or inducements, apart from the foregoing agreement that has been reduced to writing have been made.

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Authorized Exhibitor Representative Date