

# Agreement to Release from Liability

Release between (name) \_\_\_\_\_  
(address) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip) \_\_\_\_\_

hereinafter referred to as Vendor, to the Estacada Area Community Events, P.O. Box 2160, in the City of Estacada, 97023, County of Clackamas, State of Oregon, hereinafter referred to as the Community Events

## Article 1 Consideration

1.1 *Consideration for Participation.* In consideration of being permitted to participate in the 4th of July Big Bang Celebration, Vendor, for himself/herself, his/her business/organization, his/her spouse, legal representative, heirs, assigns, hereby releases, waives and discharges the Community Events, its officers and members, and event site property owners, and promoters, sponsors, and advertisers of the Celebration from all liability to the vendor, his/her business/organization, his/her spouse, legal representatives, heir and assigns, for any and all loss or damage, and any claim or damage resulting there from, on account of injury to vendor's person or property, or those who patron the Vendor's booth person or property, whether caused by the negligence of the Community Events or otherwise while the Vendor is participating in the 4th of July Celebration.

## Article 2 Release

2.1 *Release.* Vendor, with the intention of binding himself/herself, his/her business/organization, his/her spouse, heirs, legal representatives, and assigns, expressly releases and discharges the Community Events and the event site property owners from all claims, demands, actions, judgments, executions, and causes of action or suits at law or in equity for and on account of any and all known or unknown injuries, disabilities, physical and mental, diseases, damages, losses, and expenses sustained by him/her or any one claiming under him/her or any patron of his/her booth as a result of the above described event.

2.2 *Indemnity.* Vendor agrees to indemnify the Community Events, the property owners, and each of them from any loss, liability, damage or cost that may incur due to the presence of Vendor in or upon the area of the 4th of July Celebration whether caused by the negligence of the Community Events or otherwise.

2.3 *Assumption of Liability.* Vendor hereby assumes full responsibility for the risk of bodily injury, death or property damage due to the negligence of the Community Events or otherwise while in or upon the property where the 4th of July Celebration will be held and while participating in the 4th of July Celebration.

2.4 *Broad and Inclusive Release.* Vendor expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

## ARTICLE 3 MISCELLANEOUS

3.1 *Headings.* The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

3.2 *Governing law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon.

3.3 *Integration.* This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them concerning the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement which are not described herein.

3.4 *Severability.* This Agreement is intended to be performed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules and regulations of the State of Oregon. If any provision of

this Agreement or its application to any person or circumstances shall, for any reason and to any extent, be found to be invalid or unenforceable, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

3.5 *Attorney Fees and Costs.* In the event suit or action is instituted to enforce any term of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge as reasonable attorney's fees and costs at trial or on appeal of such suit or action, in addition to other sums provided by law.

3.6 *Authority to Sign.* All parties, by signing below, certify that any necessary corporate authority and principal authority has been obtained prior to entering into this agreement.

**IN WITNESS WEHREOF:**

**I acknowledge that, before signing this agreement, I was given an adequate opportunity to read it and evaluate it. I also acknowledge that I was advised to seek advice from an attorney, if I so desired.**

Agreed to:

\_\_\_\_\_  
Business/Organization Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position in Business/Organization

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
e-mail

\_\_\_\_\_  
Web Site

Accepted:

**Estacada Area Community Events**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title