

VENDOR LIABILITY RELEASE AND INDEMNITY AGREEMENT

Wild-O-Market Space 501(c)(3)

The undersigned _____ hereby agrees to the fullest extent permitted by law, that in consideration of Wild-O-Market Space 501(c)(3) EIN 39-2761512, Faith Bible Church Wildomar, THE CITY OF WILDOMAR, THE COUNTY OF RIVERSIDE, 23580 Glazebrook Rd, Wildomar, CA 92595 PROPERTY OWNER & ALL OTHER PARTICIPATING PARTIES (hereafter collectively referred to as WMS), permitting the undersigned access onto the event property commonly known as Wild-O-Market Space, a nonprofit organization. The undersigned hereby releases, indemnifies, and holds harmless, the named above parties and their affiliates, officers, directors, employees and agents, from and against all claims, liabilities, causes of action, costs and expenses, including but not limited to, attorneys' fees and court costs, arising out of any claim of bodily injury, including death, and/or property damage, and/or claims and demands of whatever nature or character, suffering by the undersigned and/or by any third party in connection with the entry of the undersigned and its employees, agents, and representatives, onto the above referenced WMS facility.

By signing this form, the undersigned acknowledges that the undersigned, on behalf of itself and all of its employees, volunteers, agents, and representatives, has reviewed, understands and agrees to this form, agreeing to abide by all reasonable and customary safety requirements and precautions and agree to abide by all governing laws and regulations, and assumes any and all risk by entering the WMS Facility

The undersigned furthermore acknowledges receipt of, and hereby agrees to abide by, on behalf of itself and all of its employees, agents and representatives, the special event Rules and Regulations. The undersigned agrees to promptly correct or change any action which, in the sole discretion of WMS or its representatives, violates any Rules or Regulations or otherwise creates a hazard to life or property safety at the event WMS Facility.

The undersigned hereby certifies to WMS that it maintains all licenses and insurances required of it in order to perform its tasks at the WMS facility including, but not limited to, workman's compensation insurance, if so required or applicable.

The undersigned is responsible for the payment of any and all taxes, licenses, and fees, including but not limited to, sales tax for any taxable sale items sold at the event hosted by the WMS facility.

The undersigned hereby indemnifies and releases from payment of any tax, fee, fine or penalty that is due by the undersigned or that is levied against WMS, due directly to the operations or sales by the undersigned.

The undersigned agrees that WMS is not liable to the undersigned for any costs, fees, damages, lost or promised profits, or any other monetary amount incurred by the undersigned as a result of the undersigned's presence at the facility, or incurred by the undersigned as a result of the enforcement of its Rules and Regulations, postponement, cancellation, or early termination of the WMS event.

WMS is not responsible for the safety and security of any of the undersigned's personal or business property, including any materials, inventory, or equipment, regardless of the source of the damage. The undersigned agrees that any damages caused by the undersigned or by its personal or business property shall be immediately paid by the undersigned to WMS upon demand.

The undersigned on behalf of itself and all its employees and agents grants to WMS the right to take photographs of the undersigned and the undersigned's property while located on site and authorizes WMS and its assigns to copyright, use and publish the same in print and/or electronically.

The undersigned hereby executes this LIABILITY RELEASE AND INDEMNITY AGREEMENT as of the date below and this Agreement is hereby valid for any and all dates following the date below when the undersigned is present at the WMS facility 23580 Glazebrook Rd, Wildomar, CA 92595, until expressly terminated in writing in advance by the Undersigned.

DATE: _____

COMPANY CEO/OWNER _____

LEGAL BUSINESS NAME/DBA (IF ANY): _____

NAME OF AUTHORIZED SIGNATORY: _____

SIGNATURE OF ACKNOWLEDGMENT & AGREEMENT:

ADDRESS: _____

EMAIL: _____

PHONE: _____