

# RELEASE AND WAIVER OF LIABILITY

RELEASE

This is a Release and Waiver of Liability (the "Release") executed on this date, \_\_\_\_\_, by \_\_\_\_\_ (the "Vendor"), and, if applicable, in conjunction with \_\_\_\_\_, (if applicable) the parent having legal custody or legal guardianship of the vendor, in favor of Trumbull Neighborhood Partnership, a nonprofit corporation, their directors, officers, employees, and agents (collectively known as "TNP"). The Vendor agrees to engage in the activities related to being a vendor at the Warren Farmers' Market. The Vendor hereby freely, voluntarily, and without duress executes this Release under the terms below:

**1. Release and Waiver** Vendor does hereby release and forever discharge and hold harmless TNP and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from Vendor's Activities with TNP. Vendor understands that this Release discharges TNP from any liability or claim that the Volunteer may have against TNP with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Vendor's Activities with TNP, whether caused by the negligence of TNP or its officers, directors, employees, or agents or otherwise. Vendor also understands that TNP does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

**2. Medical Treatment** The Vendor does hereby release and forever discharge TNP from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Vendor's Activities with TNP.

**3. Assumption of Risk** The Vendor understands that the Activities include work that may be hazardous to the Vendor, including, but not limited to, lifting tables and boxes of produce. The Vendor hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases TNP from all liability for injury, illness, death or property damage resulting from the Activities.

**4. Insurance** The Vendor understands that, except as otherwise agreed to by TNP in writing, TNP does not carry or maintain health, medical, or disability insurance coverage for any Vendor.

**5. Photographic Release** The Vendor does hereby grant and convey unto TNP all right, title and interest in any and all photographic images and video or audio recordings made by TNP during the Vendor's Activities with TNP, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.



By signing below, the Vendor and, if applicable, the parent/guardian, has read, understood, and executed this Release as of the date first above written. Please return to Market Manager.

Name: \_\_\_\_\_ (signature)  
Parent/Guardian: \_\_\_\_\_ (signature, if applicable)  
Complete Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zipcode: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_

Thank You.