



TOTTENHAM BEETON & DISTRICT CHAMBER OF COMMERCE

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY BEFORE SIGNING I hereby make application to sell wares, products, or offer or demonstrate products or services to the public at an event called the Tottenham Beeton & District Chamber of Commerce (referred to as 'TBDCC') Trade Fair. I have read, understand and agree to each and all of the following terms & conditions.

1. **Waiver of Liability & Indemnity Agreement:** A Vendor shall not be permitted to participate in the Trade Fair unless proof of liability insurance in the amount of \$1,000,000.00 is provided or a "Waiver of Liability & Indemnity Agreement" in the form provided without amendment, is properly signed, witnessed and delivered to the TBDCC, failure to provide same permits the TBDCC to disallow participation, or to be removed from the Trade Fair Site.
2. In consideration of TBDCC accepting my application for and permitting me to participate in the Trade Fair, on lands owned by or under the control of the Town of New Tecumseth, the following waiver releases the Town of New Tecumseth and the TBDCC. I am aware I am responsible for risks, and agree not to sue for the benefit of the named parties.
3. **Waiver & Release from Liability:** I waive any and all claims that I have or may in the future have against the TBDCC, and I release from all liability and agree not to sue the TBDCC, the Town of New Tecumseth, AND/OR any of their directors, officers, employees, members, employees, volunteers, contractors, suppliers, representatives, (collectively "Personnel") for any personal injury, death, property damage claims arising from my participation in the Trade Fair, whether it arises from facilities, activities, other loss that I sustain as a result of my participation in the Trade Fair from to any cause whatsoever, on the part of the TBDCC, the Town of New Tecumseth, the personnel or others, including but not limited to: (a) negligence (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances; and (b) breach of any other duty imposed by law, including any duty imposed by occupiers liability or other legislation; and (c) breach of any contract; and (d) mistakes or errors in judgment of any kind. I understand that by signing this document (which I acknowledge having had the opportunity to read before signing) that I am giving up rights I may have at law to claim for damages against the parties named herein.
4. **Indemnity Agreement:** Further, in consideration of being allowed to operate at the Trade Fair, I agree to indemnify and hold the TBDCC, harmless from any claims, demands, suits, or actions howsoever, wheresoever, and whensoever arising from my participation in the Trade Fair. This agreement shall be binding upon my family, heirs, and assigns.
5. I understand that insurance coverage is a condition of being permitted to operate vendor's concession at the TBDCC and my failure to provide proof of insurance to the TBDCC, is the reason I am signing this document. If the TBDCC is sued or has to pay any money because of my actions or products, no matter what they are, or how they happen, I understand this agreement means that I must pay the TBDCC any money that it may be required to pay to others due to or arising from my actions or my failure to act, whether I intend them or not. I am responsible for all of their costs, including any legal fees or out of pocket expenses. I am signing this agreement as a condition, and in consideration of being permitted entry and being allowed to set up a non-food vendor's concession or an information booth at the TBDCC.

Applicant's Signature _____ today's Date: ____ / ____ / ____

Signed and witnessed this _____ day of _____, _____. Day/month/year

Witness' Signature _____ Witness' Name _____

Employee Signature
Employee Signature
Employee Signature