JESSE JAMES FESTIVAL INC.

P.O. BOX 536, KEARNEY, MO 64060

FOOD VENDOR PARTICIPANT RELEASE OF LIABILITY

** READ BEFORE SIGNING

Organization Name: Jesse James Festival, Inc.

Participant Name: _____

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. **The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist and,**
2. **I KNOWLINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation and,**
3. **I willingly agree to comply with the stated and customary terms and conditions for participation. If however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately and,**
4. **I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE JESSE JAMES FESTIVAL INC. , their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (RELEASEES), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.**

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X_____ _____ _____

PARTICIPANT'S SIGNATURE **AGE** **DATE**

PHOTO RELEASE: I grant permission to all of the foregoing the right to use any photograph(s), motion pictures, recording of any kind including by phone, or any record of this event, me or my family for any legitimate purpose. I authorize Jesse James Festival Inc. its assigns and transferees to copyright, use and publish the same in print and or electronically, including social media. I agree that Jesse James Festival, Inc. may use such medias with or without the use of my name or any individual of my family's name for any lawful purpose, including for example such purpose as publicity, illustration, advertising, web content and social media.

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE ABOVE PROVISIONS IN THIS RELEASE OF LIABILTIY AND PHOTO RELEASE AND AGREE TO ABIDE BY THEM.

X_____ _____

PARTICIPANT / PARENT / GUARDIAN **DATE**

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, of all the Releasees, and for myself, my heirs, assigns and next of kin. I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X_____ _____ _____

Parent/Guardian Signature **Date** **Emergency Phone Number(s)**