



THE CORPORATION OF THE CITY OF WINDSOR
2019 OPEN STREETS WINDSOR
VENDOR/EXHIBITOR/PERFORMER
WAIVER



Description of Activities: _____

Date: September 22, 2019

Vendor/Exhibitor/Performer's Legal Name ("Releasor"): _____ **(PRINT PLEASE)**

PLEASE READ CAREFULLY BEFORE SIGNING

To: The Corporation of the City of Windsor (hereinafter the "City"), its employees, Mayor and Members of Council, volunteers, and volunteer leaders, Windsor Police Services Board (collectively the "Released Parties")

As a Releasor, I fully understand and agree to the following:

Assumption of Risks: Participation in 2019 Open Streets Windsor Event ("OSW") involves various risks, dangers and hazards, which all Vendors/Exhibitors/Performers are required to assume. The Releasor hereby freely accepts and fully assumes all such risks, dangers and hazards and the possibility of personal injury, bodily injury, death, and property loss resulting from participation.

Release: In consideration of being granted permission to participate in OSW, the Releasor hereby for itself, its heirs, executors, administrators, or any others who may claim on its behalf, covenant not to sue, and hereby waive, release and discharge the City and Released Parties from any and all claims of liability for personal injury, illness, loss of life or property damage of any kind or nature, arising out of or sustained in the course of the Releasor's participation.

Indemnity: In consideration of being granted permission to participate in OSW, the Releasor agrees to hold harmless and indemnify the City and Released Parties from any and all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, due to any personal injury, illness, loss of life or property damage arising from the Releasor's participation as a Vendor, Exhibitor, Performer in OSW.

Rules: The Releasor agrees to comply with all rules, instructions, and directions of the OSW staff and/or representatives, and as outlined in any written material provided. The Releasor understands and agrees that a failure to comply with the Rules may result in his/her participation in the OSW being terminated with immediate effect and that he/she may be required to remove him/herself forthwith from the OSW.

Consent to Use: In consideration of being granted permission to participate in OSW, the Releasor grants the City, and anyone it may authorize, its consent to use its likeness, voice, words, or any other representation, as well as any works of art it may furnish [collectively the "Works"] in television, radio, film, print, or in any other form, and the right to reproduce, display, distribute, and record same, to promote OSW and any other future promotions as may be determined by the City. The Works may or may not identify the Releasor as the subject and/or author, and the Releasor waives any rights that it may have to inspect or give its approval to the Works.

Personal Items: The Releasor are fully responsible for their own personal items during OSW, including but not limited to any equipment, materials, or personal effects that they may use in the course of their Participation and the City and Released Parties shall not be liable for any loss of or damage to the same.

I AM AWARE OF THE NATURE AND EFFECT OF THIS ASSUMPTION OF RISKS, RELEASE, AND INDEMNITY AND FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I/THE VENDOR/EXHIBITOR/PERFORMER HAVE/HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I HAVE REVIEWED AND UNDERSTOOD THE TRAINING MANUAL AND THE RULES.

Signature of Releasor

Print Name (Clearly)

Date

Parent/Guardian Signature (If Releasor is under 18 years of age)