

VENDOR AGREEMENT

Every vendor, organization, or group that is participating in an event in the Town of Colchester must complete this form. It is the Permittee's responsibility to collect these signed forms and return them to the office of Public Works no later than the Thursday prior to the event. Failure to do so may result in event cancellation.

NAME & DATE OF EVENT: _____

VENDOR/ORG NAME: _____

VENDOR ADDRESS: _____

VENDOR PHONE: _____

VENDOR EMAIL: _____

WHAT WILL YOU BE PROVIDING AT THE EVENT? _____

DO YOU HAVE INSURANCE TO COVER YOUR PARTICIPATION? YES _____ NO _____

Please be aware that the following rules apply to everyone that participates in an event or activity in the Town of Colchester. Your cooperation and consideration is expected and appreciated. Problems resulting from your participation will be shared with the event Permittee, who will be responsible for ensuring the damage or problem is resolved.

Every vendor, organization, and group is responsible for taking their own trash away with them after the event has concluded. Trash receptacles are intended to accommodate waste generated from event patrons and are not capable of containing the waste of vendors. Leaving vendor waste behind is unacceptable.

The driving of vehicles on any town property should be reserved for when there is no other viable option.

The parking of vehicles on any town property is prohibited. Vendors that cannot participate without vehicle access need to coordinate with the Permittee. Any resulting damage to the Town Green may be billed directly to the permittee and/or the vendor.

**THE DRIVING OF VEHICLES ON OR OVER ANY OF THE CINDER
WALKING PATHS, AT ANY TIME, FOR ANY REASON, IS PROHIBITED.**

TOWN OF COLCHESTER
NOTICE OF RISK, WAIVER, AND INFORMED CONSENT

For and in consideration of the TOWN OF COLCHESTER, CONNECTICUT (the "Town") allowing the undersigned ("Participant") to use and access the _____ (the "Facility") located at/on for participation in _____ (collectively, the "Activities"), the undersigned, for myself, spouse, child(ren), heirs and next of kin, hereby acknowledge and attest that I have reviewed this Notice of Risk, Waiver, and Informed Consent (the "Notice"), and agree to its terms as follows:

INFORMATION ABOUT THE FACILITY AND THE ACTIVITIES

The Activities will consist of the use of the Facility for participation in _____ that is being run by _____.

There are numerous risks and dangers associated with the Activities and the Facility, included those described under "Assumption of Risk" below.

ACKNOWLEDGMENTS, WAIVER, AND INFORMED CONSENT

By signing below, the undersigned attests to have read this Notice, including the Information About the Facility and the Activities, and acknowledges that the undersigned understands the risks associated with the Facility and the Activities as a result of use of the Facility and participating in the Activities. By signing below, the undersigned further warrants and agrees to the following:

1. I have been given ample opportunity to review this Notice and understand the contents herein. I acknowledge that use of the Facility and participation in the Activities is voluntary and optional. I further acknowledge that _____ is sponsoring/running the Activities and that the Town has is not running, sponsoring, hosting, endorsing or supervising the Activities.
2. I agree to abide by all Town policies, procedures and protocols regarding use of the Facility, including, but not limited to, policies that prohibit use of the Facility by any individual who has contagious illnesses, including COVID-19, or symptoms thereof; and any specific rules governing the use of the Facility and participation in the Activities, including any rules posted at the Facility, which may change from time to time.
3. I hereby attest that (i) I am in good health and in proper physical condition to participate in the Activities; and (ii) I have not been advised of any medical conditions that would impair my ability to safely participate in the Activities. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activities.
4. If the Participant is a minor child, I hereby attest that (i) I am the parent or legal guardian of such minor child and in signing below, (ii) I consent to my child's use of the Facility and participation in the Activities in accordance with the terms stated herein, and (iii) I attest that my child is in good health and in proper physical condition to participate in the Activities, that I have not been advised of any medical conditions that would impair my child to safely participate in the Activities, and that it is my sole responsibility to determine whether my child is fit and healthy enough to participate in the Activities.

5. **Assumption of Risk.** I fully understand that use of the Facility and participation in the Activities involves risks and dangers, which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and death; loss of or damage to personal property or equipment; accidents involving other participants in the Activities or those visiting the Facility; contact or collusion with natural or manmade objects; Facility issues, situations beyond the control of the Released Parties (as defined below), and other undefined, not readily foreseeable and presently unknown risk and dangers, including those related to COVID-19 and/or other contagious illnesses. I acknowledge that the Town does not provide a staffing, supervision, instruction, or assistance for the use of the Facility or participation in the Activities. Despite these dangers, I am voluntarily choosing to use the Facility and participate in the Activities. In consideration for being allowed to use the Facility and participate in the Activities, I fully ASSUME ALL RISKS, inherent and otherwise, whether or not described above, in connection with the use of the Facility and participation in the Activities.
6. **Waiver and Release.** In addition to the above assumption of risk, I expressly release and forever discharge and hold harmless the Town, any of the members of any of its boards, officials, employees, agents, contractors and/or assigns from all liability or claims that I or my heir may have against the Town, members of its boards, officials, employees, agents, contractors and/or assigns (each, a “Released Party” and collectively, the “Released Parties”) with respect to any bodily injury, personal injury, illness, death, property loss or other harm or issue that may result from the use of the Facility and/or the Activities. These agreements of assumption of risks and waiver do NOT apply against a Released Party if (1) the liability, damage, loss or injury is CAUSED SOLELY BY THE NEGLIGENCE of such Released Party and do not include the negligence or any other act or omission by any other person or entity (such as other attendees or other third parties or independent vendors/contractors); or (2) the liability, damage, loss or injury is CAUSED BY THE RECKLESS, WANTON or INTENTIONAL MISCONDUCT of a Released Party. These agreements of assumption of risks and waiver will be construed in accordance with Connecticut law.
7. **Indemnification and Hold Harmless.** I agree to defend and hold harmless the Released Parties from any and all claims, lawsuits, or demands made by anyone arising from or relating to the my use of the Facility or participation in the Activities, except for NEGLIGENCE CAUSED SOLELY BY a Released Party or the RECKLESS, WANTON or INTENTIONAL MISCONDUCT of a Released Party.
- BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY ALL OF THE INFORMATION INCLUDED IN THIS NOTICE OF RISK, WAIVER, AND INFORMED CONSENT. I FURTHER UNDERSTAND THAT BY SIGNING THIS NOTICE THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS.**

Printed Name

Date

Signature