

**EVERY PERSON IS REQUIRED TO SIGN, OR HAVE LEGAL GUARDIAN SIGN THIS RELEASE
TO PARTICIPATE IN BERRY DAIRY DAYS**

In consideration of being allowed to participate in the BERRY DAIRY DAYS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Release and Waiver:

The undersigned, for myself, my heirs, executors, personal agents, personal representatives, administrators, successors and assigns, and for the Organization the undersigned represents and its members participating in BERRY DAIRY DAYS, hereby unconditionally RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Burlington Chamber of Commerce, its agents, employees and officials, THE CITY OF BURLINGTON, its agents, employees and officials, any and all BERRY DAIRY DAYS SPONSORS, and each of their respective officers, employees, agents, representatives, successors, or assigns, (hereinafter referred to as "THE RELEASED PARTIES") from any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, and all consequential, compensatory, general, special, and/or statutory damages or liabilities, known or unknown, which may result directly or indirectly or which are in any way related to or arise from our coming to, participation in, or departing from BERRY DAIRY DAYS, including claims based upon the active or passive negligence of THE RELEASED PARTIES.

Indemnification and Hold Harmless:

User shall defend, indemnify and hold harmless the Burlington Chamber of Commerce, its officers, officials, employees and volunteers and the City of Burlington, its officers, officials, employees, agents and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, including attorney fees arising out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Chamber of Commerce or the City of Burlington.

Severability:

The undersigned expressly agrees that the foregoing WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Washington and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Photography Waiver:

The undersigned hereby gives THE RELEASED PARTIES the irrevocable right to use and make photographs (still, film, tape or otherwise), to use and record with a video or audio recording device, the undersigned name (or any fictional name), picture, portrait, photograph, and/or likeness in all forms and in all media including but not limited to brochures and websites, social media (e.g. Facebook, Twitter) and in all manners ("Likeness"), without any restriction as to changes or alterations (including but not limited to blurring, distortion, alteration, optical illusion or use in composite form, or derivative works of the undersigned Likeness made in any medium, whether intentional or otherwise) in connection with Berry Dairy Days activity (ies), products and/or services, including but not limited to advertising, publication or any other lawful purposes. The undersigned waives any right to inspect, modify, or approve any intermediary version(s) or finished version(s) of the results of the use of the undersigned likeness ("Results"). The undersigned waives any right to further compensation.

Acknowledgment of Understanding:

The undersigned having full authority to and have been authorized by the Organization they represent as identified below, to execute this WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT on my and their behalf and on behalf of any members of the Organization participating in the BERRY DAIRY DAYS. The undersigned acknowledges any and all members have read this WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT, and have had the opportunity to ask questions about the same and agreed to be bound by this WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT as a condition of and before being permitted to participate in BERRY DAIRY DAYS. The undersigned fully understands this RELEASE, WAIVER, INDEMNIFICATION AGREEMENT and PHOTOGRAPHY WAIVER that the undersigned are giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledge that they are signing this agreement freely and voluntarily.

Date: _____ Vendor Name: _____

Print Name: _____ Signature: _____

****If under 18 years of age Legal Guardian signature required**

Legal Guardian Print Name _____ Signature: _____