

**CITY OF ROLLA**  
**HOLD HARMLESS**  
**FARMERS MARKET VENDORS**

**RELEASE AND WAIVER OF LIABILITY**

Release and Waiver of Liability, PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability Agreement (the "Release") is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, (the Vendor" being no less than 18 years of age), in favor of The City of Rolla, Missouri and their respective directors, officers, trustees, employees, Vendors and agents (collectively, the "Released Parties"). I, the Vendor, hereby freely, voluntarily, and without duress execute this Release under the following terms: Release and Waiver.

I, the Vendor, do hereby agree to release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims and demands which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue with respect to any bodily injury, personal injury, illness, death or property damage which arise or may hereafter arise from or is in any way related to my Activities with any of the Released Parties, whether caused wholly or in part by the simple negligence, fault or other misconduct, other than intentional or grossly negligent conduct, of any of the Released Parties or of other Vendors. I understand and acknowledge that by this Release, I knowingly assume the risk of injury, harm, and loss associated with the Activities. I also understand that the Released Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to workers compensation, medical, health or disability insurance in the event of bodily injury, personal injury, illness, death or property damage.

I, the Vendor do hereby release and forever discharge the Released Parties from any claim or action whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with my Activities with any of the Released Parties.

I, the Vendor, understand that my Activities may include work that may be hazardous to me, including, but not limited to the following: construction; loading and unloading; travel to and from the work site; and exposure to lead, asbestos, and mold, which may cause or worsen certain illnesses, especially if I do not wear protective equipment, am exposed for extended periods of time, or have a pre-existing immune system deficiency. I acknowledge that I have investigated and evaluated the risks and have made a voluntary and informed decision about engaging in the Activities. My decision to sign this Release is based upon my own investigation and understanding, and not the representations of the Released Parties. I hereby expressly and specifically assume the risk of injury or harm in the Activities and release the Released Parties from all liability for any loss, cost, expense, injury, illness, death or property damage resulting directly or indirectly from the Activities.

I, the Vendor, understand that, except as otherwise agreed to by the Released Parties in writing, the Released Parties are under no obligation to provide, carry or maintain workers compensation, health, medical, travel, disability or other insurance coverage for any Vendor. Each Vendor is expected and encouraged to obtain his or her own health, medical, travel, disability or other insurance coverage.

I, the Vendor, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the state where the Activities take place. I further agree that in the event any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provisions shall not otherwise affect the remaining clauses or provisions of this Release, which shall continue to be enforceable.

Vendor:

Entity/Location:

Name (please print): \_\_\_\_\_

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(Approved 9/28/2020)