



# Vendor Agreement - Millstone Festival

**Registration Deadline:**

**July 28<sup>th</sup>, 2023**

**Event Date:**

**Saturday, October 7<sup>th</sup>, 2023**

**\$50 BOOTH FEE**

**Office Use Only**

Please send the following by July 28<sup>th</sup>:

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

- Signed/dated Agreement
- Payment for Booth
- List of Items to be Sold
- Waiver of Liability

**Please fill out all section of this form**

*All items to be sold must be approved. (No food or drink, political pamphlets, weapons, tobacco, alcohol, drugs/drug paraphernalia etc.) There will be no refunds issued after approval. \*\* PLEASE NOTE: Due to new tax laws, this department may have to release your information to the Kentucky Department of Revenue. \*\**

Business Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

City: \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Fax \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Are you an informational, craft or retail booth?**

Check Enclosed: \_\_\_\_\_ (Ck # \_\_\_\_\_)

Please Invoice : \_\_\_\_\_

Make check payable to:

**Richmond Parks and Recreation Department**

Mail To:

Richmond Parks and Recreation Dept.

ATTN: Elizabeth Foster

345 Lancaster Ave.

Richmond KY 40475

efoster@richmond.ky.us

Richmond KY 40475

**859-623-8753**

**Fax: 859-624-0376**

What type of items are you planning on selling?

*(Please use additional pages OR provide a link to examples of items being sold)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is your business located in the Mill District?: Yes \_\_\_\_\_ No \_\_\_\_\_ (If Yes- Booth Fee Waived)

Do you give Richmond Parks & Recreation permission to release your email address if requested by someone from the public? Yes \_\_\_\_\_ No \_\_\_\_\_

**NO WATER AVAILABLE. GENERATORS ARE ALLOWED. Please note limited spots available.**

**\*City reserves the right to refuse any request. Placement will occur by September 1<sup>st</sup>\***

Do you have questions or comments?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WAIVER OF LIABILITY – ASSUMPTION OF RISK**

**NAME OF PARTICIPANT:** \_\_\_\_\_

**WHEREAS**, the City of Richmond, Kentucky (City) through its Parks and Recreation Department does offer to the public at large the opportunity to participate in various activities and events including, without limitation, special events, camps, golf, baseball, basketball, softball, soccer, miniature golf, volleyball, fishing, walking, cycling, swimming, batting practice in batting cages, picnics, group outings and horseshow pitching at the City’s recreational areas; and

**WHEREAS**, the undersigned does wish to participate in one or more of such sport, or activities; and

**WHEREAS**, the undersigned do understand that physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to prevent injuries and that certain of the activities in which the undersigned may participate additionally involve the use of machinery or equipment which may malfunction and which necessarily therefore increases the risks inherent in participation in such activities; and

**WHEREAS**, the specific risks vary from one activity to another, but in each activity the risks may include, without limitation, risks from minor injuries such as scratches, bruises, sprains, and the like, to major injuries such as loss of sight, broken bones, joint or back injuries, concussions, heart attacks, and the like, to catastrophic injuries including paralysis and death; and

**WHEREAS**, the undersigned have read the previous paragraphs, do fully understand their provisions, do fully understand the nature of the activities in which the undersigned may or will participate, do understand the demands of such activities relative to the undersigned’s physical condition and skill level, and do fully understand and appreciate the types of injuries which may occur as a result of the activities in which the undersigned may or will participate as made possible by the City at its said facility;

**NOW, THEREFORE**, the undersigned do agree and represent as follows:

1. **Waiver and Release.** In consideration of the permission extended by the City to use, today and on all future dates, the property, facilities and services of its recreational areas, the undersigned on behalf of their family, estate, heirs and assigns do hereby assume the risk of injury to the undersigned resulting from participation in the above described activities and do hereby release, waive, covenant not to sue, and discharge the City, its officers, employees, volunteers, agents and departments from any liability for any and all claims for personal injury or death and any claim related thereto or derived therefrom arising from or in connection with the undersigned’s participation in the various activities and facilities offered by the City at its recreational areas, including, without limitation, organized activities, classes, observation and individual use of facilities, premises or equipment.
2. **Indemnification and Hold Harmless.** The undersigned do further agree to indemnify and hold harmless the City, its officers, employees, agents and departments from all claims of every kind and description brought against them or any of them arising from or in connection with the undersigned’s participation in the various activities and facilities offered by the City at its recreational areas as above set forth.
3. **Voluntary participation.** The undersigned do hereby assert and represent that the participation of the undersigned in such activities is wholly voluntary and that the undersigned do knowingly and fully assume all risks associated with such activities.
4. **Knowing and Voluntary Execution.** The undersigned have read this waiver of liability, indemnity & assumption of risk instrument and do fully understand its terms. They acknowledge freely and voluntarily signing this agreement and intend their signature(s) to signify a complete waiver, indemnification obligation and assumption of the risks inherent in the participation of the undersigned in such activities to the fullest extent allowed by law in the Commonwealth of Kentucky.
5. **Breadth of Agreement; Severability.** The undersigned do expressly agree that this instrument is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Kentucky and that if any portion hereof is held invalid, it is agreed that all remaining provisions hereof shall remain in full legal force and effect. It is further understood that the parties hereto are waiving and giving up substantial rights, including the right to compensation for personal injury or death and they do so freely and voluntarily with full knowledge of the consequences and in consideration of the agreement of the City to permit the undersigned to participate in such activities.

I hereby agree to participate in \_\_\_\_\_ and I agree to the terms listed above.

\_\_\_\_\_  
Participant Name (Print)

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Participant’s Date of Birth

\_\_\_\_\_  
Company/Organization Name

\_\_\_\_\_  
Date

