



Date: Thursday, October 25, 2018 **Event Time:** 6:00pm-8:00pm
Set Up: 4:30pm-5:30pm (Space assigned on arrival) **Bring:** Table/Chair/Tent & Candy/Give-Aways
Size: 10 x 10 Booth Spaces **Confirmation:** Packet to be sent week of Oct 15
Location: Downtown Richmond/Courthouse **Parking:** Behind MC Detention Center.
Cost: \$10 per Community Booth **Give Aways:** Bring candy or promotional items

Event Notes: No electricity available. Please do not bring generators. No music is to be played at your booth. No Craft Vendors or Sale of items will be permitted. Any one wishing to be a food vendor will be juried.

Come in costume! Promote your business! Fun for the whole family!

Register By October 10

***Please send Check Payable to: Richmond Parks & Recreation**

Richmond Parks & Recreation

859-623-8753(Office) 859-624-0376(Fax) eeversole@richmond.ky.us (email)

345 Lancaster Avenue — Richmond, KY 40475

Business Name: _____ Contact Name: _____
Daytime Phone: _____ Cell Phone _____
Address: _____ City/St/Zip _____
Email _____ Fax Number _____

Prize Donation: YES/NO (If yes, please list) _____

_____ Trick or Treat Booth (\$10) _____ Politician Booth (\$10) _____ Food Vendor Booth (\$25)

-----**DOWNTOWN BUSINESSES: PLEASE COMPLETE SECTION BELOW**-----

_____ Downtown Business (booth set up on Main) _____ Downtown Business (Open at Storefront)

Office Use Only: Date Paid _____ Cash _____ Check _____ Rec. # _____ SQL # _____

*****Please turn over and sign waiver on back!*****

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:

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.

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.

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.

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.

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