



Date: Thursday, October 28, 2021 **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 18
Location: Lake Reba Walking Trail **Parking:** Paradise Cove Parking Lot
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 13

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

Attn: Elizabeth Foster

345 Lancaster Avenue

Richmond, KY 40475

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

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)

____ Food Vendor Booth (\$25)

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



COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION
EVENT ORGANIZER FORM

1. I agree that I am personally responsible for my safety and actions and the safety and actions all attendees at my event while on City of Richmond Property. I agree to comply with all and enforce all City of Richmond policies and rules, including but not limited to all City of Richmond policies, guidelines, signage, and instructions. Because the event is open for use by other individuals, I recognize that I and my attendees are at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I agree to indemnify the City of Richmond, against any claim by attendees or their family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by any attendee related to COVID-19 whether caused by the negligence of the any city employee, contractor, administrator, city official, any third-party while on City Property, or otherwise, while participating in any activity while in, on, or around and/or while using any City of Richmond facilities, equipment, or materials.
2. I agree to indemnify, defend, and hold harmless the City of Richmond, its employees, contractors, administrators, and city officials from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the City of Richmond facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.
3. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability/ indemnity agreement, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in gatherings of any kind and doing so on City of Richmond Property to decide whether to sign this document; no oral representations, statements, or inducements apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with Kentucky law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole. This waiver remains in effect until the State of Kentucky lifts all COVID-19 related mandates.
4. I certify that I do not have any of the following COVID-19 symptoms as outlined by the Center for Disease Control: shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, loss of taste or smell. If I develop any of the aforementioned symptoms in the future, I will not attend no hold any gathering on City of Richmond Property. I certify that neither I nor any member of my immediate family have been advised by health officials to self-quarantine.

Signature _____ Date _____

City of Richmond, Kentucky
239 W. Main St.
Richmond, KY 40475