

Town of Port Deposit

64 S. Main Street
Port Deposit, MD 21904
410.378.2121
www.portdeposit.org



Robert Kuhs
Mayor

Vicky Rinkerman
Town Administrator

INSURANCE WAIVER FOR EVENTS

THIS WAIVER AND RELEASE is made by _____(Vendor/Exhibitor)
in favor of the Town of Port Deposit for the 2023 Port Deposit Pirate Takeover Event (referred to as “2023
Event”).

INTENT

- 1. THIS WAIVER AND RELEASE MUST BE PROVIDED TO THE TOWN OF PORT DEPOSIT BY A VENDOR/EXHIBITOR WHO, AFTER MAKING REASONABLE ATTEMPTS, IS NOT ABLE TO PROVIDE THE TOWN WITH A CERTIFICATE OF INSURANCE AS PREVIOUSLY REQUESTED.**
- 2. AS SIGNATORY TO THIS WAIVER AND RELEASE, VENDOR/EXHIBITOR ASSUMES ALL RESPONSIBILITY FOR AND RELEASES THE TOWN OF PORT DEPOSIT FROM ALL CLAIMS AS DESCRIBED BELOW ARISING FROM THE VENDOR’S/EXHIBITOR’S PARTICIPATION IN THE 2023 EVENT.**

PREAMBLES

The Town of Port Deposit is the sponsor, organizer and manager of the 2023 Event to be held from September 16 – 17, 2023 in Marina Park, 160 South Main Street, Port Deposit.

The Vendor/Exhibitor has leased an area in Marina Park for the 2023 Event from September 16-17, 2023.

CONDITIONS

Waiver and Release: The Vendor/Exhibitor assumes all responsibility for and all risk of any damages, costs (including attorneys’ fees and costs of litigation) or injuries, including damages sustained by Vendor/Exhibitor or anyone working with Vendor/Exhibitor during the event, whether to property or person, including death, injury or property damage, that may be incurred by the Vendor/Exhibitor, its employees, agents, licensees, invitees, or by any attendees, other exhibitors/vendors or other persons present at or in connection with the 2023 Event, including weather. The Vendor/Exhibitor agrees to indemnify, defend, save and hold the Town of Port Deposit and all agents, volunteers and employees thereof (hereinafter collectively called Indemnitees) forever harmless for any fines, or charges imposed for violations of any law or ordinance, and for any damages (including attorneys’ fees and costs of litigation) whatsoever, including economic and non-economic damages, whether arising out of the negligence of Vendors/Exhibitor, or those working with Vendor/Exhibitor during the 2023 Event, or

which with respect to injury or damage incurred by Vendor/Exhibitor arises in whole or in part by the negligence of any other vendor/exhibitor or any attendee of the 2023 Event or anyone present on the Event premises during the 2023 Event, and further, Vendor/Exhibitor shall, at all times, protect, indemnify, defend, save and hold harmless the Indemnitees against and from any and all losses, costs, damages, liability or expenses (including attorney's fees and costs of litigation) arising from or out of or by reason of any accident, bodily injury, property damage or other occurrences to any person or persons, including the Vendor/Exhibitor, its agents, employees or invitees, which arise from, or out of, or by reason of said Vendor's/Exhibitor's occupancy and use of the 2023 Event premises, which Vendor/Exhibitor accepts "as is".

Miscellaneous: Vendor/Exhibitor understands and acknowledges that Vendor/Exhibitor may be waiving important legal rights by its execution of this form and vendor/exhibitor acknowledges that it has had an opportunity to review this form with counsel of its choice. The person executing this Waiver and Release on behalf of the exhibit/venue, hereby confirms that he or she is authorized to do so.

IN WITNESS THEREOF, Vendor/Exhibitor, by its duly authorized representative, has executed this form.

WITNESS:

VENDOR/EXHIBITOR:

Signature of Witness

Signature of Authorized Vendor/Exhibitor

Date

Print Name of Authorized Vendor/Exhibitor

Company Name

Address

City, State, Zip

Email

Mobile Number