

HOLD HARMLESS FORM

_____ (name of vender) and the undersigned officer, agent, or representative of the Vendor, individually and jointly, agrees to release, indemnify and hold harmless Pipes and Drums of Barnegat Bay and Christ Episcopal Church from and against any loss, damage, or liability, including attorney's fees and expenses incurred by the latter entities and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to the vendor's operations during the 2012 Toms River Pirate Festival.

I also agree to the following:

- ❖ To abide by the event staff's decision to reject any application or entry.
- ❖ That I am responsible for set-up of my booth during the allotted time and that I will complete a full clean-up and disposal of all trash.
- ❖ That I will remain open during the entire festival time
- ❖ That filming of me, my vendor's or organization's area, and work may be used for promotional or publicity purposes.
- ❖ No refunds after September 28, 2012. No rain date.
- ❖ Space assignment shall be at the sole discretion of the event staff and I agree to abide by the space or location assigned
- ❖ I will provide my own table/booth/tent/chairs and will maintain a neat and organized space during the entire event.
- ❖ I will provide proof of insurance naming "Pipes and Drums of Barnegat Bay" and "Christ Episcopal Church" as named insureds.
- ❖ I am aware that this is an ALCOHOL-FREE event and no alcohol shall be served.

Signature:

Title

Date

Vendor's Name (Please Print)