

**INDEMNIFICATION, WAIVER OF LIABILITY AND RELEASE
CITY OF BATESVILLE, ARKANSAS**

LOCATION: City of Batesville Food Truck Lot

VENDOR NAME: _____

OWNER / OPERATOR NAME: _____

ADDRESS: _____

PHONE: _____

I hereby represent that I am authorized to provide the indemnification, waivers, and assumption of risks stated herein and all the information provided is accurate.

I acknowledge, accept and agree that the City of Batesville is providing space and/or facilities for me to set up a food or arts and crafts area and such space and/or facility is being provided "AS IS." I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown and assume full responsibility for my participation as a food or arts and crafts vendor at the Batesville Food Truck Lot. I HEREBY IDEMNIFY, RELEASE AND HOLD HARMLESS THE CITY OF BATESVILLE, their officers, officials, agents, employees and sponsoring agencies, and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY, RELEASE AND HOLD HARMLESS THE CITY OF BATESVILLE, their officers, officials, agents, employees and sponsoring agencies used to conduct the event, for all liability, negligence, causes of action, claims, demands, and damages of every kind related to any and all injury, disability, death, loss or damage to person or property, including myself and my property, arising from my use of the Batesville Food Truck Lot space and/or facilities.

I HAVE READ THIS INDEMNIFICATION, WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTANDNG ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARLIY WITHOUT ANY INSUCEMENT.

Signature of Food or Arts and Crafts Vendor

Date

City of Batesville, Arkansas

Date