

## **WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT**

Maryfest, Inc. (Marysville Strawberry Festival)

In consideration of being allowed to participated in the MARYSVILLE STRAWBERRY FESTIVAL and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

### **RELEASE AND WAIVER:**

The undersigned, for myself, my heirs, executors, personal agents, personal representatives, administrators, successors and assigns, and for the Organization the undersigned represent and its members participating in the MARYSVILLE STRAWBERRY FESTIVAL, hereby unconditionally RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Marysville, Inc. dba MARYSVILLE STRAWBERRY FESTIVAL, the Event Director, THE CITY OF MARYSVILLE, MARYSVILLE SCHOOL DISTRICT #25, any and all MARYSVILLE STRAWBERRY FESTIVAL SPONSORS, and each of their respective officers, employees, agents, representatives, successors, or assigns (hereinafter referred to as "THE RELEASED PARTIES") from any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, and all consequential, compensatory, general, special, and/or statutory damages or liabilities, known or unknown, which may result directly or indirectly or which are in any way related to or arise from our coming to, participation in, or the departing from the MARYSVILLE STRAWBERRY FESTIVAL, including claims based upon the active or passive negligence of THE RELEASED PARTIES.

### **INDEMNIFICATION AND HOLD HARMLESS:**

The undersigned also hereby agree to INDEMNIFY, DEFEND AND HOLD, THE RELEASED PARTIES, HARMLESS from any and all claims, actions, suits, procedures, costs, manner of action or actions, cause and causes of action, claims, demands, costs, loss of services, expenses, damages and liabilities including, but not limited to, attorney's fees arising from, or in any way related to, Participant's participation in the MARYSVILLE STRAWBERRY FESTIVAL.

### **SEVERABILITY:**

The undersigned expressly agree that the foregoing WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Washington and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

PHOTOGRAPHY WAIVER:

The undersigned hereby gives THE RELEASED PARTIES the irrevocable right to use and make photographs (still, film, tape or otherwise), to use and record with a video or audio recording device, the undersigned name (or any fictional name), picture, portrait, photograph, and/or likeness in all forms and in all media including, but not limited to, brochures and websites, social media (e.g., Facebook, Twitter, Instagram, TikTok) and in all manners ("Likeness"), without any restriction as to changes or alterations (including but not limited to blurring, distortion, alteration, optical illusion or use in composite form, or derivative works of the undersigned's Likeness made in any medium, activity(ies), products and/or services, including but not limited to for advertising, for publication or any other lawful purposes. The undersigned waives any right to inspect, modify or approve any intermediary version(s) of the results of the use of the undersigned's likeness ("Results"). The undersigned waives any right to further compensation.

ACKNOWLEDGMENT OF UNDERSTANDING:

The undersigned having full authority to and have been authorized by the Organization they represent as identified below, to execute this WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT on my and their behalf and on behalf of any members of the Organization participating in the MARYSVILLE STRAWBERRY FESTIVAL. The undersigned acknowledges any and all members have read this WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT as a condition f and before being permitted to participate in the MARYSVILLE STRAWBERRY FESTIVAL. The undersigned fully understands this WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT, that the undersigned are giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital.

\* \* REFUND AND/OR CANCELLATION POLICY \* \*

We regret that Market Vendor Reservations cannot be exchanged or refunded after purchase unless the event is cancelled completely.

The undersigned acknowledges that they have read and are signing this agreement freely and voluntarily.

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_