



DATE: Friday 16th November 2018

LOCATION: Cummins Theatre

NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

STALL INFO: _____

FOOD STALLS are required to fill out a Food Act 2008 Notification/Registration form and submit it to the Shire at least 5 business days in advance of the market event.

Conditions:

- Stallholder fee is \$25 (approximately 3m x 3m space)
- Setting up can be done from 12 noon 16th November 2018
- Event will start at 3pm – 7pm

RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

In consideration of being permitted by Merredin Community Resource Centre Inc to participate in the Christmas Bazaar on the 16/11/2018 including the operation of holding a stall and selling items, I understand and acknowledge that by signing below, that I am legally agreeing to the statements in the following Release and Waiver of Liability, and Assumption of Risk and Indemnity Agreement ("Agreement") and that these statements are being accepted and relied upon by the Released Parties, as defined below. I hereby freely and voluntarily acknowledge and/or take action for myself, and on behalf of my spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf, as follows:

1. I HEREBY ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS EVENT. I acknowledge activities in this Event can be inherently dangerous and carry with them the potential for serious bodily injury, permanent disability, paralysis and death, and property damage or loss. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the Event, and I have no physical or medical condition that would endanger or interfere with my ability to safely participate in the Event. I further acknowledge that these risks include risks that may be the result of negligent acts, omissions, and/or carelessness of the Released Parties, as defined herein. I understand that I will be participating in the Event at my own risk, that I am responsible for the risk of participation in the Event.

2. I WAIVE, RELEASE, AND FOREVER DISCHARGE Merredin Community Resource Centre Inc and each of their officers, directors, supervisors, employees, and other participants and representatives (individually and collectively, the "Released Parties"), from any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), and causes of action, of any kind or any nature, which I have or may have in the future, including court costs, attorneys' fees and litigation expenses (individually and collectively, the "Claims") that may arise out of, result from, or relate to my participation in the Event or my traveling to or from the Event, including my death, personal injury, partial or permanent disability, negligence, property damage and damages of any kind, property theft, and Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the Event site or elsewhere), and any Claims for medical or hospital expenses, even if such Claims are caused by the negligent acts, omissions, or the carelessness of the Released Parties.

3. I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, or discharged herein. I AGREE TO INDEMNIFY, DEFEND, and HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made by me or other individuals or entities, for liabilities assessed against the Released Parties, including but not limited to court costs, attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, and/or my actions or inactions which cause injury or damage to any other person.

I _____ Agree to all terms and conditions.
Full Name

Signature _____ Date _____