

WAIVER OF LIABILITY

I, _____ HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AS A VENDOR AT the Paint The Town Red Port Credit Community Association's Canada Day Celebration event, and hereby release, remise and discharge all the parties identified herein of and from, including by way of example and not limitation, any risks that may arise from the negligence of such parties, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I acknowledge that this Waiver and Release of Liability Form will be relied upon by, and will enure to the benefit of, all such parties, and it will govern my actions and responsibilities at said event.

In consideration of permitting me to participate in this event, I hereby, for and on behalf of myself, my administrators, heirs, next of kin, successors, and assigns:

- A. WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, costs, expenses, claims, or actions of any kind which may hereafter occur to me including my travelling to and from this event, THE FOLLOWING ENTITIES OR PERSONS AND THEIR ASSETS: The Paint The Town Red Port Credit Community Association and its directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers and participants; and the City of Mississauga and its elected Council, officers, employees, representatives and agents;
- B. INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the parties identified in the above paragraph from any and all liabilities or claims made as a result of participation in this event, whether caused by their negligence or otherwise.
- C. AGREE TO COMPLY with all applicable laws and regulations imposed by any government agency, as well as all rules, policies and requirements relating to or forming part of such event. Failure to so comply will give Paint The Town Red Port Credit Community Association the right to terminate this Agreement and my participation in such event upon such notice as Paint The Town Red Port Credit Community Association deems appropriate.

I acknowledge that The Paint The Town Red Port Credit Community Association and their directors, officers, employees, volunteers, representatives, and agents, and the City of Mississauga and its elected Council, officers, employees, representatives and agents, are NOT responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Paint The Town Red Port Credit Community Association.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any purpose by the event holders, producers, sponsors, organizer, and assigns.

This Waiver and Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY, ENFORCEABLE IN ACCORDANCE WITH ITS TERMS, AND I SIGN IT OF MY OWN FREE WILL. I ACKNOWLEDGE THAT I HAVE HAD AN OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS DOCUMENT, AND HAVE EITHER OBTAINED OR WAIVED SUCH ADVICE.

Print Vendor's Name

Signature

Date