

VERMONT MOUNTAIN BIKE FESTIVAL  
WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY VENDOR AGREEMENT

\_\_\_\_\_ (hereafter "Vendor/Exhibitor) agrees to hold harmless and indemnify Vermont Mountain Bike Association(VMBA), Sport Trails Of The Ascutney Basin(STAB), or Ascutney Trails for injuries and damages, and its owners, agents, and employees, for any and all loss or damage Vendor/Exhibitor owners, employees, volunteers and/or anyone affiliated with above said Vendor/Exhibitor that may cause to person or property while engaged in bike-related activities. This includes, but is not limited to, any and all claims for personal injury, death and/or property damage that may arise while participating in equipment and product demonstrations, group rides and other activities, and food vending and sampling regardless of whether such loss or damage be caused to Vendor/Exhibitor owners, employees, volunteers or anyone affiliated to Vendor/Exhibitor, or to others.

I hereby release Vermont Mountain Bike Association(VMBA), Sport Trails Of The Ascutney Basin(STAB), or Ascutney Trails for injuries and damages, and all its owners, agents and employees from any and all liability for damage and personal injury to anyone affiliated with Vendor/Exhibitor property resulting from their own acts of negligence. I understand that Vermont Mountain Bike Association(VMBA), Sport Trails Of The Ascutney Basin(STAB), or Ascutney Trails for injuries and damages, and its owners, agents and employees are not responsible for the consequences of their own negligence, that is, their failure to use reasonable care in any way in the operation of this event, "Vermont Mountain Bike Festival", held July 26th-30th, 2018 and for any date(s) that Vendor/Exhibitor is on the property preparing or cleaning up from the event. I acknowledge that Vendor/Exhibitor freely and expressly assumes and accepts any and all risks of property damage, personal injury or death to owners, employees, volunteers, and/or any other affiliates of Vendor/Exhibitor.

I understand that there are inherent and other risks involved in the sport of biking, and injuries are a common and ordinary occurrence of the sport, and Vendor/Exhibitor freely and voluntarily assumes those risks. Any product and equipment demonstrations, food vending and sampling, that are scheduled on July 26th-30th, 2018 will be performed as a(n) Vendor/Exhibitor production and/or service where the intent is to promote Vendor/Exhibitor products and services. I also agree that all athletes that are participating in the demonstrations and sampling, group rides, and other activities are employees and/or affiliates of Vendor/Exhibitor accepts sole responsibility for their actions. I have read the above paragraphs and fully understand them. I clearly requested clarification for all items to my satisfaction.

This agreement is governed by the applicable law of Vermont. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that there have been no warranties, expressed or implied, which have been made to me which extend beyond the description outlined on this form. I, the undersigned, acknowledge that I have carefully read this agreement and release of liability and I understand its contents. I understand that my signature below expressly waives any rights I may have to sue Vermont Mountain Bike Association(VMBA), Sport Trails Of The Ascutney Basin(STAB), or Ascutney Trails for injuries and damages.

COMPANY/ORGANIZATION: \_\_\_\_\_

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

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