



Release and Waiver of Liability for Vendors

This Release and Waiver of Liability is
executed this _____ day of _____, 2016, by
_____ (the "Vendor"), address:

in favor of Secretariat Festival (SF) located at PO Box 150,
Paris, KY 40362, and its directors, officers, employees, volunteers, and
agents, the Vendor, hereby freely and voluntarily, without duress,
execute this Release under the following terms:

- 1. Waiver and Release.** I hereby release and forever discharge and hold harmless SF and its successors and assigns from any and all liability, claims, demands, and causes of action, of whatever kind of nature, either in law or equity, which may hereafter arise from participation with SF and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with SF. I understand and acknowledge that this Release discharges SF from any liability or claim that I may have against SF, in respect to any bodily or other injury, illness, death, or property damage that may result from my participation. I also understand that SF does not assume any responsibility or obligation to provide financial assistance or other assistance, including, but not limited to, medical, health, or disability insurance, in event of injury, illness, death, or property damage.

2. **Insurance.** I understand that SF does not carry or maintain any health, medical, disability, damage, or other liability insurance coverage for the benefit of its vendors, and expressly disclaims any responsibility or obligation to do so.
3. **Medical Treatment.** I hereby release and forever discharge SF from any and all liability claims, demands, and causes of action whatsoever that may arise on account of any first aid or other medical treatment rendered during my participation with SF and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with SF.
4. **Assumption of Risk.** I understand that my participation with SF and/or project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with SF might include activities that may be hazardous to me. I further recognize and understand that such participation may involve certain inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in the activities and release SF from all liability for injury, illness, death, and/or property damage that may result.
5. **Photography/Audio Release.** I do hereby grant and convey unto SF rights, titles, and interest in and to any and all photographic images and video or audio recordings made by or on behalf of SF, or made with its consent, during my participation in the Secretariat Festival and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with SF, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. **Other.** I expressly understand and agree that this Release is intended to be as broad and inclusive as permitted by law, and that this Release shall be governed by and interpreted in accordance with the laws of this state, county, city and/or township. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release.

By signing below, I acknowledge that I have read and understand this Release, and agree to its provisions.

Signature of participant/vendor

Date _____

Printed Name of participant/vendor

Secretariat Festival:

Authorized Signature

Date _____

Please complete and sign form then submit with application, payment and required forms.