

City of St. Francis, Minnesota  
Farmer's Market  
Vendor Waiver and Release

**Please read carefully before signing.**

1. I wish to participate as a vendor in **City of St. Francis Farmer's Market**, by setting up a stand to sell wares on city property located at 22825 St. Francis Blvd NW. This event is ongoing through the summer and fall months, and sponsored by the City of St. Francis, Minnesota (the "City"). The dates of my participation will begin \_\_\_\_\_ (date) and will commence \_\_\_\_\_(date). I agree to abide by all the City's rules and regulations
2. In consideration of being permitted to participate in the Event, I agree to the terms of this Waiver and Release. I agree that the products that I am offering for sale are not food products and do not require a permit or license from any other governmental entity.
3. My participation in the Event is voluntary. I know and am aware of all the dangers associated with my participation in this Event. I freely, voluntarily, and with such knowledge assume any and all risks, whether known or unknown. I understand that I am in no way considered an employee of the City.
4. I understand and agree that neither the City nor any person acting on behalf of the City, may be held liable in any way for any event which occurs in connection with this Event which may result in harm, death, injury or other damage to me. This waiver of liability does not waive liability for any injuries that I obtain as the result of willful, wanton or intentional misconduct by the City or any person acting on behalf of the City.
5. To the fullest extent permitted by law, I expressly agree to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the my negligence or my performance or failure to perform its obligations under this Agreement. This indemnification obligation shall apply to my subcontractor(s)(if applicable), or anyone directly or indirectly employed or hired by me, or anyone for whose acts I may be liable. I expressly agree that this indemnity obligation shall survive the completion or termination of this Agreement.
6. It is my express intent that this Waiver and Release shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.
7. If a court finds any portion of this Waiver and Release to be contrary to law, invalid, or unenforceable, the remainder of the Waiver and Release will remain in full force and effect.
8. I have read the above and understand the legal significance of signing this document.

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date