



This Release and Waiver of Liability is executed this date of \_\_\_\_\_, 20\_\_\_\_,  
by

\_\_\_\_\_ (the "Vendor") in favor of The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk and its directors, officers, employees, volunteers, and agents.

I, 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 The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk 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 my participation and the participation of anyone working for me with The Woolly Worm Festival and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with The Woolly Worm Festival/Avery County Chamber of Commerce / Kiwanis Club of Banner Elk.

I understand and acknowledge that this Release discharges The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk from any liability or claim that I may have against The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk, with respect to any bodily or other injury, illness, death, or property damage that may result from my participation. I also understand The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk 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 the event of injury, illness, death, or property damage.

**2. Insurance.** I understand that The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk may elect to provide group accident or other liability insurance. Any coverage so provided will be governed by the policy language. Except to the extent that it may provide such insurance, The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk 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. AS A VENDOR, I AM EXPECTED AND ENCOURAGED BY THE WOOLLY WORM FESTIVAL / AVERY COUNTY CHAMBER OF COMMERCE / KIWANIS CLUB OF BANNER ELK TO MAINTAIN MEDICAL, HEALTH, AND ALL OTHER APPLICABLE INSURANCE COVERAGE FOR MY OWN BENEFIT.

**3. Medical Treatment.** Except as otherwise agreed to by The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk in writing, I hereby release and forever discharge The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk 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 The Woolly Worm Festival and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk.



**4. Assumption of Risk.** I understand that my participation with The Woolly Worm Festival and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk may 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 The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk 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 The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk rights, titles, and interest in and to any and all photographic images and video or audio recordings made by or on behalf The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk, or made with its consent, during my participation in The Woolly Worm Festival and/or any project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk, 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.

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Vendor Company Name

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Print Representative Name

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Signature of Participant/Vendor

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Date