

THE ART MARKET AT THE HARVEST HALLOWEEN FESTIVAL VENDOR'S RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability is executed this ____ day of _____, 2018, by _____ (the "Vendor") in favor of Yankton Harvest Halloween, LLC and Yankton Area Arts Association (together the "Organizers"). 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 Organizers, and their successors and assigns from any and all liability, claims, demands, and causes of action, of whatever kind or nature, either in law or equity, which may hereafter arise from my participation in The Art Market at The Harvest Halloween Festival, and any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with The Harvest Halloween Festival.

I understand and acknowledge that this Release discharges the Organizers from any liability or claim that I may have against the Organizers with respect to any bodily or other injury, illness, death, or property damage that may result from my participation. I also understand that the Organizers do 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.

I further agree that if, despite this Release I, or anyone on my behalf, makes a claim against each or any of the Organizers, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS the Organizers, and their officers, employees, volunteers, agents and assigns from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

2. Insurance. I understand that the Organizers do not carry or maintain any health, medical, disability, damage, or other liability insurance coverage for the benefit of any vendors. Organizers expressly disclaim any responsibility or obligation to do so. ORGANIZERS EXPECT AND ENCOURAGE VENDOR TO MAINTAIN MEDICAL, HEALTH, AND ALL OTHER APPLICABLE INSURANCE COVERAGE FOR VENDOR'S OWN BENEFIT.

3. 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 the State of South Dakota. I agree that in the event 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 Vendor

Date



Yankton Harvest Halloween, LLC
211 W Third Street
Yankton, SD 57078



Yankton Area Arts Association
508 Douglas Ave
Yankton, SD 57078