



Vendor rules & waiver

Vendor Acceptance

Aultman Orrville Growing Healthy Habits, Heartland Point and the Orrville Walks committee reserve the right to reject any Vendor application.

Vendor Fees

If the Vendor does not attend race, fees will not be reimbursed.

Race Day Set-Up

Vendors may not set up before 7:00 a.m. and must be open for business by 9:00 a.m. Weather permitting vendors are required to stay till the end of the race. Vehicles are not permitted inside the Orrville High School stadium. Vendors shall keep their booth within the boundaries of their assigned space at all times and may not encroach upon space assigned to another Vendor. Vendors shall promptly remove any offending structure upon the request of Orrville Walks Committee. Orrville Walks may, at any time, require a Vendor to change location at the race. Vendors shall promptly move upon request of Orrville Walks committee. Vendors are responsible for cleaning their booth sites and surrounding area during and at the end of the race.

Failure to follow race rules

Should a Vendor, at any time, occupy the premises in a manner contrary to these rules, upon request of Orrville Walks Committee, the Vendor shall immediately cease such offending conduct. Failure to immediately comply as requested shall be cause for immediate expulsion from the race. Upon revocations, Vendor will promptly vacate the premises with all of Vendor's property.

Indemnity

The Vendor agrees and covenants to hold Orrville Walks Committee and its designees, officers, agents, representatives, employees, and volunteers harmless and to promptly indemnify Orrville Walks Committee from and against any and all claims, actions, damages, liability of every type and nature, including costs and legal expenses incurred by reason of any activity arising under or in connection with Vendor's participation in the Orrville Walks 5K Fun Run, including loss of life, personal injury and/or damage to property arising from or out of any occurrence, omission or activity relating to such participation. In the event Orrville Walks Committee and/or its designees are, without fault on their part, made a party to any litigation commenced by or against the Vendor, the Vendor shall hold Orrville Walks Committee and its designees harmless in connection with such litigation.

Release and Waiver

This release (the "Release") is executed as of the date indicated below by the undersigned Vendor (the "Releasor") in favor of Orrville Walks and its directors, officers, employees, volunteers and agents as a condition of obtaining consent from Orrville Walks to participate in any capacity at the Orrville Walks 5K Fun Run (the "Race") Releasor has requested that Orrville Walks permit the Releasor, its employees, its volunteers, or its agents to attend and participate in the Race. Orrville Walks has advised the Releasor that participation in the Race is inherently dangerous especially for persons neither trained nor experienced in setting up, implementing and taking down vendor booths and equipment in connection with a race. Releasor still wishes to participate in the Race and is willing to assume full legal responsibility for all risks associated with such participation in the Race. In consideration of Orrville Walks granting Releasor permission to participate in the Race, Releasor hereby releases, waives and discharges Orrville Walks 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 Releasor's participation with Orrville Walks and participation in connection with the Race. Orrville Walks 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, Releasor is expected and encouraged by Orrville Walks to maintain medical, health, and all other applicable insurance coverage for Releasor's own benefit. Except as otherwise agreed to by Orrville Walks in writing, Releasor hereby releases and forever discharges Orrville Walks from any and all liability claims, demands, and cause of action whatsoever that may arise on account of any first aid and/or other medical treatment rendered during Releasor's participation with Orrville Walks and/or in connection with the Race. Releasor hereby grants and conveys to Orrville Walks, all rights, titles and interest in and to any and all photographic images and video or audio recordings made by or on behalf of Orrville Walks, or made with Orrville Walks's consent, during Releasor's participation in connection with the Race, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. 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 and completing below, Vendor understands and agrees to the Release and to the Event Rules.

Vendor Name Printed

Date

Vendor Signature

Date