



Ottewell

COMMUNITY ARTISAN FARMERS MARKET

Waiver of Liability and Indemnity, Assumption of Risks

Participant Name: _____

Address: _____

City Province Postal Code

Phone Number: _____

PLEASE READ CAREFULLY. BY SIGNING BELOW, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Waiver of Liability and Indemnity

The Participant agrees to hereby hold harmless and indemnify the Ottewell Community Artisan Farmers' Market, the Ottewell Community League, its volunteers and/or other participants for any/all liability for any property damage or personal injury to any third party resulting from participation in this program. The Participant hereby further agrees that Ottewell Community Artisan Farmers' Market, Ottewell Community League, its volunteers and/or other participants shall not be liable, either directly or indirectly, for any claims, or any damages, costs and expenses, including but not limited to personal injury, death, property damage or lost or stolen property, arising from or connected with participation in any activity contemplated by this Agreement, whether or not such injury, damage or loss occurred as result of any negligence, negligent misrepresentation, breach of statutory duty, breach of the Occupiers Liability Act and/or breach of contract on the part of the Ottewell Community Artisan Farmers' Market, the Ottewell Community League, its volunteers and/or other participants.

Assumption of Risks

Participation in the Ottewell Community Artisan's Farmers' Market incurs various risks, dangers and hazards which all participants are required to assume relating to the Participant's product, merchandise, vehicle, tent, table, and any other display equipment. The Participant hereby freely accepts and fully assumes all such risks, dangers and hazards and the possibility of personal injury, death, or property loss resulting therefrom.

_____ (Participant Initial)

I have read the *Waiver of Liability and Indemnity, Assumption of Risks*, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without inducement.

Signature of Participant or
Participant's Representative:

Full Name (Print Clearly) **Date**

Signature of Witness:

Full Name (Print Clearly) **Date**

FOR APPLICANTS CHOOSING SELF INSURANCE ONLY

Assumption of Risks by Self-Insurance

By opting for self-insurance, you assuming all risks by not insuring yourself against suit for any claim that may be brought against you as a result of your product, merchandise, vehicle, tent, table and any other display equipment. By not having insurance, you are accepting personal financial responsibility for these claims.

I acknowledge that I understand the implications of self-insurance and have chosen to self-insure.

Signature of Participant or
Participant's Representative:

Full Name (Print Clearly) **Date**
