

**VENDOR WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT
FOR THE KANABEC SPORTSMEN'S FAIR**

1. In consideration for being permitted to participate as a Vendor in the Kanabec Sportsmen's Fair (hereinafter called the "event"), I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, Joey Broekner, the Kanabec Sportsmen's Fair, the Mora Area Chamber of Commerce, their officers, agents, servants, or employees (hereinafter referred to as "RELEASEES") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, that may be sustained by me or my organization, or any of the property belonging to me or my organization, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in the event, or while in, on or upon the premises where the event is being conducted.

2. I am fully aware of the usual and unusual risks involved and hazards connected with this event, including but not limited to the use of firearms, the use and presence of dogs, the use and presence of off-road vehicles, the existence of naturally occurring and manmade hazards on the property, and the risk of loss and injury to property. I hereby elect to voluntarily participate in said event with full knowledge that said event may be hazardous to me, my organization, and our property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me and my organization, or any loss or damage of property owned by us, as a result of participating in said event, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorneys' fees, that they may incur due to my participation in said event, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise.

4. It is my express intent that this Waiver of Liability and Indemnity Agreement shall bind me and the members of my organization, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Minnesota.

5. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Indemnity agreement, understand it and sign it voluntarily as my own free act and deed; no oral representation, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed on this _____ day of _____ 2011

Vendor Name

Vendor Representative

Signature