

RISK AGREEMENT – RULES & REGULATIONS

KRONOSPAN U.S.A. FARMERS & CRAFTERS DAY

* **NO PETS** allowed with the exception of specially trained guide dogs for individuals with disabilities. You will be fined and/or asked to leave.

* You are required to pay a Clarion Borough "Special Event" fee. The fee for this license is \$50.00 per day and is to be added to your space fee.

* **SPACES:** Maintain the designated space along Main Street of downtown Clarion in the condition in which it was acquired by the vendor and keep the space and its adjacent areas free of debris. The vendor will be liable for any damage to the space beyond normal wear and tear.

* **GOODS:**

1) Goods must be substantially fabricated by hand and are NOT MASS PRODUCED;

2) Non-electrical goods which are intended for the use of producing home-made food items;

3) Home-made food items;

4) NO FLEA MARKET ITEMS;

5) All items sold, displayed or given away must be approved and listed on the application and may be denied at the discretion of the COMMITTEE.

* **PROHIBITED ITEMS:** Absolutely no knives, bow and arrow, pop-guns, rubber band guns or toy guns of any type are to be sold or given away at this event.

* **START TIME:** Do not set up anything in the assigned space until after 5:30 AM, Friday, September 30, 2022.

* **SET-UP:** You must completely unload and remove vehicle from the street prior to setting up. Failure to comply with this directive will result in removal from this and future shows.

When you set-up as you unload, traffic becomes backed up and prevents other vendors access to their spaces and is an Emergency Vehicle safety hazard.

* **TEAR-DOWN:** Tear down is not to begin until 5:00 PM.

* Failure to have your merchandise and booth off of Main Street by 5:55pm will result in not being invited for future events.

NO vehicles are permitted on Main Street until 5:00 PM.

* **ELECTRIC:** There is no electric available.

* **CONTRACT:**

1) Every vendor, person, company, or organization participating in this event must have a confirmation letter.

2) No Franchises with the exception of Main Street businesses or concessionaires contracted for the entire festival that want to purchase additional spaces.

* The Clarion Chamber of Business & Industry and the event sponsors are NOT liable for loss of sales or merchandise due to inclement weather.

* **LOGO USE:** Use of the official Allegheny Toyota Autumn Leaf Festival™ and/or Kronospan U.S.A. Farmers & Crafters Day logos on any item being sold or given away is prohibited without the written permission of the Clarion Area Chamber of Business and Industry.

* The committee reserves the right to cancel a contract at any time for any reason.

* Observe any and all directives given by the duly-authorized representatives of the committee, the Clarion Chamber of Business and Industry personnel, and Law Enforcement Officers.

* Any photographs taken of a vendor, their employees, agents or invitees become the sole property of the Clarion Area Chamber of Business and Industry, and may be used at the Clarion Chamber of Business and Industry's sole discretion without compensation or prior approval of contractor, their employees, agents, or invitees.

* The Kronospan U.S.A. Farmers & Crafters Day Committee members are volunteers.

Please be courteous. Thank You.

GENERAL RELEASE AND INDEMNITY

TO: Clarion Area Chamber of Business & Industry, hereinafter called "Sponsor"

RE: Type of Event Being Held: The 69th Annual Allegheny Toyota Autumn Leaf Festival™, hereinafter called "Event" to be held from September 24, 2022 through October 2, 2022.

IN CONSIDERATION OF being permitted to participate in the Event, the undersigned, on behalf of myself, my heirs, executors, administrators and assigns, hereby:

1. Acknowledges that he/she is over 18 years of age and acknowledges the undersigned's participation in the Event may include activities that may be hazardous to the undersigned and assumes the risk of injury or harm associated with such participation.
2. Releases and forever discharges the Sponsor and its employees, officers, directors, sponsors, shareholders, affiliates, agents, representatives, successors and assigns (collectively the "Releasees") of and from all liability, claims, demands, damages, costs, expenses, actions and causes of action (collectively the "Claims") in respect of death, injury, loss or damage to self or property howsoever caused, arising or to arise by reason of or during my participation in the Event, whether prior to, during or subsequent to my attendance and notwithstanding that any Claim may have been contributed to or occasioned by the negligence of any of the Releasees.
3. Indemnifies and saves harmless the Releasees from and against any and all liability incurred by any or all of them arising as a result of or in any way connected to my participation in the Event.
4. Understands and acknowledges that the Sponsor does not carry or maintain health, medical or disability insurance coverage for the undersigned and therefore agrees to assume responsibility for such insurance coverage on the undersigned.
5. Agrees that in the event that any provision of this Release and Indemnity is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision will not affect the remaining provisions of this Release and Indemnity which shall continue to be enforceable.
6. Acknowledges that the undersigned's participation in the Event may result in the use, reproduction, and/or publishing of photographs and/or video including the undersigned's image, likeness and/or voice without compensation. and, gives the Sponsor permission/authorization to so use, re-use, reproduce, release and/or publish and re-publish any photographs, voice recordings and/or videos, including the undersigned's image, likeness and/or voice in any media of the public domain, including but not limited to, the world wide web (internet), without compensation, royalty or fee.
7. Releases and forever discharges Sponsor and its employees, officers, directors, sponsors, shareholders, affiliates, agents, representatives, successors and assigns (collectively "the Releasees") of and from any and all claims, demands, damages, costs, expenses, actions and causes of action (collectively "the Claims") which the undersigned may have against Sponsor resulting from Sponsor's use, re-use, publication and republication of any photographs, voice recordings and/or videos, including the undersigned's image, likeness and/or voice in any media of the public domain, including, without limitation, the world wide web (internet), whether said use is for the purpose of illustration, promotion, advertising, trade or any other purpose whatsoever.