



Humane Society of Westchester

AT NEW ROCHELLE
from our home to yours



2018 Dog Wash Fundraiser Sunday, July 15, 2018 Vendor/Exhibitor Application

Humane Society of Westchester - 70 Portman Road - New Rochelle, NY 10801

Vendor/Business Name: _____

Primary Contact/Title: _____

Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Vendor Application Deadline: July 1, 2018

SPECIAL: SIGN UP AND PAY BY JUNE 10, 2018 and receive a \$10 discount on vendor spaces!

Vendor Exhibit Space: \$50 for one 10' x 10' space; \$100 for two spaces

- All vendors must submit a certificate of liability insurance, or must complete and submit Waiver/Hold Harmless Agreement.
- All vendor/exhibitor spaces are 10' x 10'.

Exhibitor must provide own chair(s), table(s) and tent.

Exhibitor space is in full sunlight; we strongly urge you to use a tent.

- Set-up between 8:30 and 9:30 a.m.; vehicles must be parked in the designated lot at 38 Portman Road by 9:30 a.m. The event runs from 10 a.m. to 3 p.m.
- Spaces must be cleared within 45 minutes after the event ends.
- Humane Society of Westchester is not responsible for any theft or damage to vendor/goods/exhibit space.
- Vendors are responsible for removing their own trash.
- All space assignments made by Humane Society of Westchester are final.
- Cancellation and a refund, less \$15 service fee, accepted until June 15, 2018. No refunds after June 22.
- Rain date availability: Sunday, July 22, 2018. ___ Yes ___ No

Payment enclosed is \$_____ for _____space(s)

Check is enclosed (payable to Humane Society of Westchester)

Charge my credit card ___AmEx ___MasterCard ___VISA # _____

Exp: _____ I have read and agree to all the above rules for vendors. I have included my Certificate of Liability Insurance or Waiver/Hold Harmless Agreement.

Signature: _____ Date: _____

Please send this form with a certificate of liability insurance or signed Waiver/Hold Harmless Agreement, and payment to:

Humane Society of Westchester 2018 Dog Wash
70 Portman Road, New Rochelle, NY 10801



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WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate as a vendor at the **18th Annual New Rochelle Humane Society of Westchester Dog Wash on Sunday, July 15, 2018 (rain date: Sunday, July 22, 2018)**, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Humane Society of Westchester (also known as HSW), the HSW System, the HSW Board of Directors, the HSW officers, volunteers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, action and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

2. I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that certain risk of harm are or may be inherent in the various activities contemplated herein and that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court cost and attorney's fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART by any action or failure to act, negligence, breach of contract, or other misconduct on the part of RELEASEES or otherwise.

4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, 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 Texas.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I haveread the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, 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 the Release For full, adequate, and complete consideration fully intending to be bound by same.

Signature: _____

Print Name: _____ Date: _____