

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

FOR INTERNATIONAL FESTIVAL ON SEPTEMBER 18, 19, 20, 2009

1. In consideration for receiving permission to participate in the event, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, Town of Babylon, Copiague Chamber of Commerce, Nightingale & Nightingale, Inc. and International Festival their officers, agents, servants, pets, 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, including death, that may be sustained by me or any participants at this event, or any of the property belonging to me or any participants, or any action resulting upon my instruction or my coordination of activities for this event. 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 am fully aware of the unusual risks involved and hazards connected with this activity, including but not limited to travel risks and/or possible event accidents. I hereby elect to voluntarily participate in said activity with full knowledge that said 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 participants, or any loss or damage of property owned by me or participants, as a result of being engaged in such 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 costs and attorney fees, that they may incur due to my participation and coordination of said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. I understand that Town of Babylon, Copiague Chamber of Commerce, Nightingale & Nightingale and International Food Festival, Inc. does not maintain any insurance policies to cover potential accidents or injuries. As such, I am aware that I should review my personal insurance portfolio.
5. It is my express intent that this Waiver of Liability 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 New York.
6. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read 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 this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed on this ____ day of _____, 2009

PARTICIPANT
