Please return:

- ✓ <u>This</u> Signed Waiver
- Signed Terms and Conditions
- \checkmark With the Application completed.



Cushing Chamber of Commerce 2024 36TH Annual Festival in the Park Waiver/Release

I hereby agree to the following terms:

I will set up my booth space during the hours of 6:00 am until 8:00 am. I acknowledge that if I arrive after 8:15 am at the Festival Grounds to set up my booth space, I will not be able to drive to my booth to unload my vehicle, nor will I be able to park in the designated Vendor Booth applicant parking. I will have to hand-carry my equipment/products to my booth space from the general parking area or from Thompson Street, where I will have to park if I arrive after 8:15 am. I acknowledge and fully understand that no one will be allowed to drive into the festival grounds where the road is barricaded off, after 8:15 am under NO CIRCUMSTANCES, and that there will be NO EXCEPTIONS to this rule. The only authority that will be able to drive to the Festival Grounds/Booth Space Set-ups will be First Responders/Police/Medical/Chamber Staff/Chamber Volunteers purposes after 8:15 am. I also acknowledge that my vehicle will not be allowed to leave the designated Vendor parking that is located south of the Girl Scout Hut, DURING the Festival. No vehicles will be allowed out of the designated parking area in the Festival Grounds until 1:30 pm unless it is an emergency.

I will set up my concession/exhibit no later than 8:15 am on September 28th, 2024, and will manage it from 9:00 am to 2:00 pm on that day. I understand that I have reserved a specific space and that if more booth space(s) are required I must purchase additional spaces. I will provide my table, chairs, and extension cords for electrical service if needed, plus everything I want in my booth, i.e., logo banner, etc. I also understand that I will stay in my booth to advertise my business/activity and not walk in/around the crowd passing out my information brochures, business cards, promotional items, etc.

All associated Booth rentals at Festival in the Park (hereby named "Exhibitor") assume all risk of personal injury and loss of property and are responsible for carrying appropriate insurance. Exhibitor agrees to indemnify and hold harmless the Cushing Chamber of Commerce and Industry and the property owner, City of Cushing, Oklahoma, against all claims and causes of action arising out of (1) personal injury to, or loss of property of the exhibitor or any of the exhibitor's employees, partners and helpers, (2) exhibitor's activities with space rentals from the above, (3) Acts of God, such as Weather-related loss.

The Cushing Chamber of Commerce and Industry will not be responsible for damage, theft, or loss of an individual's work. As an exhibitor at the Festival in the Park, you expressly waive all liability of every kind that you may have against the said Festival in the Park/Cushing Chamber of Commerce and Industry. Rule Acknowledgement: I have read all the rules in this application, and in the Guidelines & Rules, and agree to abide by them. I understand that failure to abide by these rules may result in my being removed from the show and denied future participation in the Festival in the Park. I also assume full responsibility for myself, my volunteers, my employees, and any property I may bring on the premises and will not hold either the Festival in the Park or Cushing Chamber of Commerce and Industry liable for damages and/or theft that may occur in conjunction with or at these Festivals, including set up and breakdown times.

This signed and dated 2024 36th Annual Festival in the Park Waiver/Release will be submitted with my booth form. I also agree to the Rules and Regulations form and have signed, dated, and attached to my booth form.

Signed:	Date:	

Business/Nonprofit (If Applicable)