WAYNE COUNTY FAIR AUGUST 15, 2015 VENDOR APPLICATION

Thank you for your interest in being a vendor at the Wayne County Fair. Our fee is only $40.00 for each 10x10 space. The following information must be filled out in full to be considered for a spot in the event. If a line doesn't apply to you please insert (NA) so I know you have seen all requested information. Lines with a (*) must be filled out with usable information.

Page #2 Vendor Waiver must be filled out completely, signed, dated and returned with application.

----------PLEASE WRITE OR TYPE LEGIBLY ----------

*ORGANIZATION

*CONTACT PERSON

*ADDRESS

*CITY *STATE *ZIP

*PHONE *E-MAIL

*ITEMS FOR SALE OR DISPLAY

*UTAH TAX #, EIN, Driver license#, or S.S.#

*DO YOU NEED ELECTRICITY Y___ N___ VERY LIMITED POWER AVAILABLE

*NUMBER OF SPACES NEEDED____10x10s * PAYMENT_____ = NUMBER OF SPACES X $40.00

MAIL TO:

Wayne County Fair
HC 61 Box 235
Fremont, Utah 84747

Booth set up is 6 to 9am Saturday August 15th. Deadline for application and fee submission is July 29th. All special requests must be made on this form using the back or separate sheet if necessary. If I can be of any assistance don't hesitate to call (435)836-2372. Notice will be sent with more information upon receipt of your completed application.

Thank You;

Troy Anderson – Fair Board

Office use only----------

Date Received _____ Space_____

WAIVER OF LIABILITY

FOR THE WAYNE COUNTY FAIR

1. In consideration for being permitted to participate as a Vendor in the Wayne County Fair (hereinafter called the "event"), I, on behalf of myself and the company or entity I represent or work for, hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Wayne County, the Wayne County Fair Board, or 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, however caused, 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, and the risk of loss and injury to person and/or property. I hereby elect to voluntarily participate in said event with full knowledge that said event may be hazardous to me, my organization, our property, and that of potential customers or guests. 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, however caused.

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, however caused. This includes, but is not limited to, any claim arising from any customer or patron of my service at the fair. The RELEASEES shall not be liable to Vendor, Vendor`s employees, agents, guests, family members or others for personal injury resulting in any way from activities conducted. Vendor expressly agrees to save, indemnify, and hold harmless Wayne County, the Wayne County Fair Board, and the other RELEASEES from any damages, charges, liabilities, claims and causes of action whatsoever which result from any act or failure to act. RELEASEES make no representations, warranties, or guarantees of any kind with respect to results obtained by Vendors as a consequence of participation in the Event. Fees are not refundable for any reason, including cancellation of the event due to weather conditions or other circumstances beyond our control.

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 COVENENANT 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 Utah.

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 _____ *Date _____

*Vendor Name _____