

**WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION  
AGREEMENT**

**Canine Christmas Festival 2011**

In consideration of your permitting my participation as a vendor at the Canine Christmas Festival 2011 (the "Festival") to be held on the grounds of the grounds of the Society For the Prevention of Cruelty to Animals of Manatee County, Florida, d/b/a/ Bishop Animal Shelter ("Bishop Animal Shelter") on November 19, 2011, I, the undersigned, for myself, my heirs, legatees, executors, administrators, and all assignees, personal representatives and legal representatives do hereby waive and release any and all rights and claims for damages, death, personal injuries, or loss of property I may have, or which may accrue to me as a result of my participation in the Festival.

Furthermore, **I AGREE TO ASSUME ALL RISKS, WHETHER KNOWN, UNKNOWN, ANTICIPATED OR UNANTICIPATED, AND I AGREE TO FOREVER RELEASE BISHOP ANIMAL SHELTER AND ITS EMPLOYEES, VOLUNTEERS, AGENTS, DIRECTORS, OFFICERS AND ASSIGNEES, EVENT OFFICIALS, SPONSORS, CONTRIBUTORS, AND THEIR RESPECTIVE AGENTS, BOARDS, COMMISSIONS, AND ANY OTHER INVOLVED REPRESENTATIVES OF ALL THE AFOREMENTIONED (COLLECTIVELY, THE "RELEASEES"), WHO THROUGH NEGLIGENCE AND/OR OTHER ACTIONS OR INACTIONS MIGHT OTHERWISE BE LIABLE TO ME, INCLUDING ANY COSTS OR EXPENSES (PARTICULARLY INCLUDING BUT NOT LIMITED TO, ATTORNEYS' AND OTHER PROFESSIONALS' FEES).**

I agree to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Releasees for, from and against any and all liability and responsibility whatsoever, however caused, for any and all damages, claims, or causes of action that I, my estate, heirs, administrators, executors, or assigns may have for any loss, personal injury, or death, arising out of, connected with, or in any manner pertaining to my participation in the Festival, my use of the vendor area or while in, on or upon the premises where the Festival is being conducted due to any cause whatsoever, even though that liability may arise out of the negligence or carelessness on the part of the Releasees. I further agree to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Releasees from all liability incurred as a result of any lack of authority on my part to make this release, to assume such risk, or to sign this Agreement.

This waiver and release of liability and indemnification agreement is **INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED UNDER FLORIDA LAW**. If any portion of this agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality and enforceability of any other provision hereof. This agreement shall be governed by and controlled by the laws of the State of Florida. The undersigned agrees that that exclusive venue shall be in the courts of Manatee County, Florida for all disputes arising out of this Agreement. The undersigned hereby consents to the jurisdiction of such courts, agrees to accept service of process by mail, and hereby waives any jurisdictional or venue defenses otherwise available to him or her.

**I UNDERSTAND THAT BY AFFIXING MY SIGNATURE TO THIS DOCUMENT I AM EXPRESSING MY INTENTION TO WAIVE VALUABLE LEGAL RIGHTS THAT I NOW POSSESS OR MIGHT POSSESS IN THE FUTURE. I AM SIGNING THIS DOCUMENT OF MY OWN FREE WILL. I INTEND THAT THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK SHALL BE BINDING ON ME AND ON ANYONE ELSE MAKING A CLAIM ON MY BEHALF.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Signed