

**City of Inver Grove Heights
Veterans Memorial Community Center**

8055 Barbara Avenue
Inver Grove Heights, MN 55077
(P) 651-450-2585 / (F) 651-450-2490



VENDOR RELEASE FORM

Please complete, read and sign the following form.

- 1) **ASSUMPTION OF RISK.** Vendor knows, understands, and acknowledges the risks and hazards associated with the use of the Facilities. Such risks may include, but are not limited to, bodily injury, personal injury, sickness, disease, death, and property loss or damage. By signing this Agreement, Vendor does hereby expressly assume all risk of injury, loss, or damage to User, its organizers, participants, members, spectators, invitees, guests, agents, volunteers, vendors, contractors, employees, representatives, and servants, and any third parties, arising out of or in any way related to User's use of the Facilities or the Event, whether or not caused by the act, omission, negligence, or other fault of the City or anyone acting on behalf of the City, or any other cause.

- 2) **RELEASE AND WAIVER.** By signing this Agreement, Vendor hereby expressly releases and discharges the City, its officers, officials, agents, contractors, servants, employees, and insurers, from any and all liabilities, claims, demands, losses, damages, judgments, and actions for any injury (including death), loss, or damage to User, its organizers, participants, members, spectators, invitees, guests, agents, volunteers, vendors, contractors, employees, and servants, and any third parties, caused by, arising out of, or in any way related to the above-described use of the Facilities or the Event, whether or not caused by the act, omission, negligence, or other fault of the City, anyone acting on behalf of the City, or any other cause. This waiver does not apply to any injuries or damages that are the result of the willful, wanton, or intentional misconduct of the City or anyone acting on behalf of the City.

- 3) **INDEMNIFICATION.** Vendor agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, attorneys, employees, contractors, servants, and insurers from and against all liabilities, claims, causes of action, demands, losses, damages, judgments, lawsuits, and other obligations (including attorneys' fees and costs), including those arising from any third party claims, on account of injury, loss or damage (including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property damage or loss, or any other loss of any kind whatsoever) which are caused by, arise out of, or are in any way related to the above-described Event and/or the use of the City's Facilities, whether or not caused by the User, the act, omission, negligence, or other fault of the City or anyone acting on behalf of the City, or any other cause.

- 4) **FREE AND VOLUNTARY.** By executing this Agreement, User acknowledges that it has read this entire Agreement, understands and agrees to its content, and signs it as a free and voluntary act, having had an adequate opportunity to consider its terms and conditions. The User understands that entering into and signing this Agreement affects the User's legal rights and results in the User giving up or waiving certain legal rights.

EVENT: _____

NAME: _____ **BUSINESS:** _____
(Please print)

ADDRESS: _____
Street City State Zip

CONTACT INFO: Home Phone: (_____) _____
Work Phone: (_____) _____
Work Phone: (_____) _____
Email: _____

SIGNED BY: _____ **DATE:** _____