



Vendor Opportunities

Join us for Trails for Tails as a vendor! We love when our local businesses come together for a good cause, and get to have fun along the way! All vendors will need to be set up and vehicles moved by 8:30am and must stay until at least 11:30am. Vendors are also responsible for providing all their own tents, tables, chairs, etc.

To secure your spot as a vendor, please send the completed form and signed waiver to Madeline Klene, Development Director, at madeline@fiveacresanimalshelter.org!

Company Name: _____

Contact Name: _____

Contact Email: _____

Address: _____

Description of products/services offered:

Release, Indemnification and Hold Harmless Agreement

This Release, Indemnification and Hold Harmless Agreement ("Agreement") is executed and made effective as of the 24th day of June, 2022 ("Effective Date") by Cullinan Properties, Ltd. ("Releasor") in favor of and for the benefit of Cullinan Properties, Ltd. and all of its officers, directors, employees, employees, agents, volunteers, participants, and all other persons or entities acting for them (collectively referred to as "Releasees").

IN CONSIDERATION OF the right to participate in Trails for Tails Street Paw-ty Run operated by Releasees and for other good, valuable, and legal consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. ASSUMPTION OF RISK.** Releasor acknowledges the Activity may exposure Releasor to certain risks and that injuries, death, property damage, or other harm could occur to Releasor or others. Releasor is voluntarily participating in the Activity with knowledge of the risks, hazards, and other dangers involved. Releasor hereby accepts any and all risks of injury (including death) to Releasor arising out of or in any way connected with the Activity.
- 2. RELEASE.** Releasor hereby waives, releases, and forever discharges any and all claims for damages for personal injury, death, or property damage which Releasor and/or Releasor's children, heirs, executors, assigns, parents, personal representatives, or estate may have or which may hereafter accrue as a result of participation in the Activity.
- 3. INDEMNIFICATION.** Releasor expressly accepts and assumes all of the risks inherent to this activity or that might have been caused by the negligence of the Releasees. Releasor, to the fullest extent permitted by law, shall indemnify, hold harmless, protect and defend Releasees from and against any and all liabilities, claims, damages, losses, demands, lawsuits, costs, and expenses, including (but not limited to) attorney fees, arising out of or resulting from negligence or misconduct in connection with participation in the Activity. Should any such claim, demand, or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, any state, or under any theory of law or equity, Releasor will indemnify, hold harmless and defend Releasees from any and all costs, expenses, or liability including but not limited to the cost of any settlement or judgment made or rendered against Releasees.
- 4. FINANCIAL RESPONSIBILITY.** In the event that Releasor should require medical care or treatment for illness or injury sustained as a result of participation in the Activity, Releasor agrees to be financially responsible for any costs incurred as a result of such treatment. Releasor represents that adequate health insurance is in effect to cover any injury or illness suffered or damage caused while participating in the Activity.
- 5. SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will nevertheless be fully valid, enforceable, and unimpaired by such holding. Release, Indemnification and Hold Harmless Agreement

6. GOVERNING LAW. The parties hereby agree that this Agreement is governed by the laws of the United States and the state of Missouri, without reference to rules governing choice of laws. If any dispute arises concerning this Agreement, venue shall be laid exclusively in the state and federal courts of St. Charles County, Missouri which shall have exclusive jurisdiction over such dispute and the Parties consent to the personal jurisdiction of such courts.

By signing this document, Releasor has had sufficient time to read this entire Agreement and acknowledges being advised to seek counsel of an attorney prior to signing and has had an opportunity to do so and has freely chosen to sign the Agreement. By signing below, Releasor (or, if participant is a minor, participant's parent or legal guardian) has read or reviewed this agreement and voluntarily agrees to be bound by its terms.

RELEASOR (Adult)

By: _____
(Signature)

Printed Name: _____

Date: _____

PARTICIPANT (Minor)

Printed Name: _____

By: _____
(Signature of Parent/Legal Guardian)

Parent/Guardian Printed Name: _____

Date: _____