

**INDIVIDUAL'S COMMERCIAL ACTIVITY AGREEMENT:  
RELEASE OF LIABILITY AND INDEMNIFICATION**

In consideration of Big Bear Valley Renaissance Society, Inc., their respective employees, officers, owners, directors, affiliates and related corporations (hereinafter "EVENT"), allowing \_\_\_\_\_ (hereinafter "PARTICIPANT/VENDOR") to engage in commercial activities from date signed, until ties are formally severed, including, but not limited to: giveaways, rentals or sales of products, display of products, to any promotional activities, event venue preparation, event participation or construction or disassembly, walking, or any other mode of transportation or conveyance as part of the event, broadcasting, recording, filming, videotaping, audio taping, photographing, interviewing, announcing, reporting, producing, directing, on EVENT'S premises for any commercial purpose). It is agreed on behalf of said PARTICIPANT/VENDOR and/or his/her parents/guardians, heirs, assigns and representatives (hereinafter collectively "PARTICIPANT/VENDOR") that:

**Assumption of Risk:** PARTICIPANT/VENDOR agrees and understands that participation in the EVENT'S Activity in a mountainous, water front, alpine environment where snow, ice, sudden storms, animals or other dangers may be present at any time is **HAZARDOUS and includes risks of injury or even death**. Participant/Vendor hereby agrees to freely and expressly assume and accept **ANY AND ALL RISKS of property damage, personal injury or death, including those injuries or damages caused by the negligence of the event** which in any way arise out of or are related to PARTICIPANT/VENDOR presence at the EVENT for participation in EVENT'S Activity.

\_\_\_\_\_ [Initials: Participant/Vendor or of Parent/Guardian if Participant under 18]

**Release From Liability and Covenant Not To Sue:** In consideration of being permitted to engage in the EVEN'S Activity at EVENT, PARTICIPANT/VENDOR agrees to forever discharge and release from any and all legal liability, and not to sue, EVENT for any injuries or damages of any kind, **including those caused by or resulting from any negligence of EVENT** which in any way arise out of or are related to PARTICIPANT'S/VENDOR presence at EVENT for participation in EVENTS Activity.

\_\_\_\_\_ [Initials: Participant/Vendor or of Parent/Guardian if Participant under 18]

**Indemnity and Defense:** In consideration of being permitted to engage in the EVENT'S Activity at EVENT, PARTICIPANT/VENDOR agrees to indemnify and defend EVENT from any and all legal liability, claims, demands, actions and causes of action caused by or resulting from the Activity, **including those caused by EVENTS own negligence**.

\_\_\_\_\_ [Initials: Participant/Vendor or of Parent/Guardian if Participant under 18]

**Reputation and Embarrassment:** As an express condition of, and as part of the consideration for EVENT entering into this contract, PARTICIPANT/VENDOR agrees that PARTICIPANT/VENDOR will not undertake or perform, nor knowingly permit any employee, volunteer, representative, agent or subcontractor of EVENT to undertake or perform, any activities at EVENT which could or would injure EVENT reputation as a venue for patrons of all ages, including families with children, or in any manner hold EVENT up to embarrassment, ridicule, disfavor or discredit within the community. Any violation of this provision by PARTICIPANT/VENDOR shall make PARTICIPANT/VENDOR immediately responsible for any and all damages or injuries suffered by EVENT, or by EVENT patrons and guests, including but not limited to any and all consequential damages arising therefrom and further including any and all attorney's fees and any expenses incurred by EVENT in reasonably responding to any investigation or inquiries arising as a result thereof.

\_\_\_\_\_ [Initials: Participant/Vendor or of Parent/Guardian if Participant under 18]

**Forum Selection:** PARTICIPANT/VENDOR agrees that any and all disputes between PARTICIPANT/VENDOR and EVENT arising from this agreement or from participation in the EVENT'S Activity, will be governed by the laws of the state of California, and exclusive jurisdiction thereof will be in the State Court of California, San Bernardino County, Big Bear Division.

\_\_\_\_\_ [Initials: Participant/Vendor or of Parent/Guardian if Participant under 18]

**Severability:** In the event any section of this Release is found to be unenforceable, the remaining terms shall be fully enforceable, and this Agreement shall be binding to the fullest extent permitted by law.

\_\_\_\_\_ [Initials: Participant/Vendor or of Parent/Guardian if Participant under 18]

**PARTICIPANT/VENDOR has carefully read the foregoing waiver and release agreement and signs it with full understanding and acceptance that he/she is giving up certain legal rights.**

If this agreement is on behalf of a minor (under 18 years old) it must be executed by both the minor and the parent or legal guardian.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date of Birth

Email: \_\_\_\_\_

On behalf of the above person, who is a minor, I agree for said minor and for myself to be bound by all terms and conditions of the foregoing agreement, including to **INDEMNIFY AND HOLD HARMLESS EVENT** as set forth above.

\_\_\_\_\_  
Signature of Parent or Legal Guardian  
if Participant is under 18 years of age

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
Parent or Legal Guardian Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

(\_\_\_\_\_) \_\_\_\_\_  
Parent or Legal Guardian Telephone Number