



## **Indemnification Agreement** **2023 Summer into Fall Arts & Crafts Fair**

In consideration for participation in the Sheffield Historical Society (SHS) Summer into Fall Arts & Crafts Fair, the Vendor agrees to the following terms upon the purchase of the vendor spot. Additionally, all the terms of this Agreement apply to the set-up date preceding the event.

1. Vendor releases and discharges the SHS, its directors, officers, trustees, instructors, volunteers, members and staff (the Released Parties) from any and all liability to, for all loss or damage, and any claims of demand therefore, on account of injury to any individual or property resulting from the Vendor's participation in the (SHS) Summer into Fall Arts & Crafts Fair.
2. Vendor agrees to indemnify and hold harmless SHS and the Released Parties from any loss, liability, damage or cost, including attorney fees, arising out of Vendor's participation in the SHS Summer into Fall Arts & Crafts Fair, whether caused by the negligence or willful act of the Vendor, the Vendor's Agents, Employees, Volunteers or anyone reasonably believed to be acting on behalf of the Vendor.
3. Vendor hereby assumes full responsibility for the risk of bodily injury, death or property damage relating to or arising out of Vendor's participation in the SHS Summer into Fall Arts & Crafts Fair.
4. The undersigned further expressly agrees that the foregoing RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT is intended to be as broad and inclusive as permitted by the laws of the State of New York. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.
5. I understand that my participation in the SHS Summer into Fall Arts & Crafts Fair may be photographed and promoted by SHS, or any other organization or individual involved with the creation or promotion of the SHS Summer into Fall Arts & Crafts Fair, and in consideration for permission to participate in the SHS Summer into Fall Arts & Crafts Fair, I hereby give permission to the Released Parties to use my likeness for any purpose whatsoever. I release the Sheffield Historical Society, its officers, employees, agents, and designees from liability for any violation of any personal or proprietary right I may have in connection with such use.
6. As an SHS Summer into Fall Arts & Crafts Fair Vendor, I am solely responsible for myself, my helpers and my property at all times. I have read the above terms and by signing below, I am stating that I understand and agree with them.

**SIGNED BY:** \_\_\_\_\_  
(must be an official agent of FAIR VENDOR)

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

**DATE:** \_\_\_\_\_