

RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISKS AGREEMENT
Village of Commercial Point – Farmers’ Market Saturdays
Food Vendor

NOTICE

I (“Participant”) have requested participation in and have been granted the opportunity through the Village of Commercial Point (hereinafter, “Village”) to participate as a food vendor in the Village of Commercial Point Farmers’ Markets on one or more Saturdays in calendar year 2026 and on Saturdays in future calendar years (“Farmers Market Saturdays”).

ACKNOWLEDGEMENT

Compliance with Ohio Revised Code Section 3717.221 and Ohio Administrative Code Chapter 901:3-6: I acknowledge and understand that the Village requires cooperation and compliance with any rules and regulations that may be required by the Director of the Ohio Department of Agriculture under Ohio Revised Code Section 3717.221 (voluntary registration of farm market, farmers market, or farm product auction) and Ohio Administrative Code Chapter 901:3-6 (Farm Markets and Auctions). I agree to abide by any additional requirements that may be imposed pursuant to either Ohio Revised Code Section 3717.221 or Ohio Administrative Code Chapter 901:3-6.

RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISKS

Release and Waiver of Liability: In consideration of my participation in the Farmers’ Market Saturdays, and on behalf of myself and my executors, heirs, assigns, and successors, and to the fullest extent allowed by law, I do hereby **WAIVE, DISCHARGE CLAIMS, HOLD HARMLESS, AND RELEASE FROM LIABILITY** the Village, its employees, officials, agents, volunteers, attorneys, and all other persons affiliated with the Village (the “Released Parties”) from any and all liability from any injuries (including any injuries resulting from exposure to allergens), illnesses or diseases (whether such illnesses or diseases are caused by bacteria, virus, or any other pathogen), property damage, theft, or other loss of whatever nature relating to or in any manner arising out of my participation by the undersigned in the Farmers’ Market Saturdays, including, without limitation, such injury, damage, theft or loss resulting from negligence on the part of the Released Parties.

It is understood and agreed that this Release and Waiver of Liability is made and received in full and complete settlement and satisfaction of any causes of action, claims, and demands mentioned herein, and that the terms of this Release are contractual and not merely recitals.

I expressly agree that this Release and Waiver of Liability extends to any Farmers’ Market Saturday in which I participate.

Assumption of Risks: I hereby expressly assume all risk of injury (including permanent disability, illness, disease, and death) arising out of my participation in the Farmer's Market Saturdays, howsoever caused or arising and accept personal responsibility for the damages following any such injury, permanent disability, or death. This Release and Waiver of Liability and Assumption of Risks Agreement extends to all undertakings involved in the Farmers' Market Saturdays, as described.

This agreement is intended to be as broad and inclusive as permitted by law. If any provisions or part of any provision of this agreement is held to be invalid or legally unenforceable for any reason, the remainder of this agreement shall not be affected and shall remain valid and fully enforceable.

NAMING OF VILLAGE AS ADDITIONAL INSURED ON LIABILITY INSURANCE POLICY

Village as Additional Insured: As a condition of and consideration for participating in the Farmers' Market Saturdays, I hereby agree to name the Village as an additional insured on my liability insurance policy and shall show proof of such to the coordinator(s) of the Farmers' Market Saturdays prior to being permitted to participate in the Farmers' Market Saturdays.

By signing below, I acknowledge that I have carefully read and understand the information stated above and that I am giving up substantial rights, including the right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature a complete and unconditional release of all liability as to the Released Parties to the greatest extent allowed by law.

Participant's Printed Name

Date

Participant's Signature

Participant's Address

Participant's Phone Number

