



39th Annual Festival of the Horse

Georgetown, Kentucky

September 6-8, 2019

www.festivalofthehorse.org

P.O. Box 676, Georgetown, KY 40324

2019 Festival of the Horse Acceptance Agreement

ONCE ACCEPTED BY THE FESTIVAL OF THE HORSE, AND AS AN EXPRESS CONDITION OF PARTICIPATION IN THE FESTIVAL, APPLICANT HEREBY AGREES:

- A. To store products and merchandise at my own risk without exceptions or limitations.
- B. To supply tent(s), trailer, tables, chairs, extension cords and any other equipment necessary to participate as a Vendor at the Festival.
- C. To comply with all representations of this application, rules and regulations, policies and procedures, and all the conditions and deadlines set forth in the informational packet, which are hereby incorporated into this Agreement by reference. Applicant further acknowledges and agrees that if Applicant or its agents fail to comply with or satisfy any of the terms or conditions of this Agreement, including the incorporated materials, Organizers shall have the right to terminate Applicant's participation as a Vendor at the Festival and order its booth closed and shut down. In this case all entry fees would be forfeited.
- D. To attach a Certificate of Insurance with a minimum of \$1,000,000.00 liability, and to complete, sign and submit the Assumption of Risk, Release of Liability and Indemnity Form releasing the Georgetown/Scott County Tourism Commission, Festival of the Horse Committee and the City of Georgetown, Kentucky from any and all liabilities. The Assumption of Risk, Release of Liability and Indemnification Form is incorporated into this Agreement by reference.
- E. To properly dispose of all trash and waste within the containers made available by the Festival of the Horse and to remove all equipment in a timely manner at the conclusion of the Festival. Applicant agrees to pay for any expenses incurred as a result of not fully co-operating with the Organizers.
- F. Should an act of God/terrorism/Mother Nature/or Community disaster occur, only the Organizers, in consultation with City of Georgetown officials including, but not limited to, the Police Department, Fire Department, Public Works, and Emergency Management make all decisions regarding the Festival based on safety first. The Georgetown/Scott County Tourism Commission, Festival of the Horse Committee and the City of Georgetown, Kentucky cannot accept the risk of disaster for everyone. Weather conditions suitable for the Festival include rain or shine. If weather conditions are severe enough for cancellation, decisions will be made and communicated to participants by City Officials and the Organizers ONLY. Each participant and vendor must accept the risk of loss of his or her entry fee in the event that the Organizers for any reason cancel

the Festival. There will be NO REFUNDS in the event that the Festival is cancelled due to incidents beyond the control of the Organizers such as outlined above.

G. The undersigned has read, understands and will comply with all rules and regulations as outlined in the Agreement, including the materials incorporated herein by reference.

Assumption of Risk, Release of Liability and Indemnification Form – 2019

In consideration of being permitted to take part in the Festival of the Horse, Applicant does hereby voluntarily assume all risks associated with participation in the Festival of the Horse and related activities, whether known, unknown, or reasonably foreseeable, including the risk of injury, illness, damage, loss, death, and economic harm. Applicant also does hereby release, covenant not to sue, and forever discharge Georgetown/Scott County Tourism Commission, Festival of the Horse Committee, the City of Georgetown, Kentucky and its officers and agents, and all sponsoring organizations and their directors, employees, sponsors, agents and volunteers (the “Released Parties”), from any and all claims, liabilities, losses, damages, expenses, accidents and occurrences (including attorney fees) arising out of, or in connection with the performance of the Festival of the Horse Participation Agreement, activities associated with the Festival or arising out of Applicant(s) participation in the Festival of the Horse. Applicant does further agree to indemnify, defend, and hold each of the Released Parties harmless from and against any and all such claims, liabilities, losses, damages, expenses, accidents and occurrence.

Applicant’s Signature:

Date: