

Market 35674
Fourth Thursday Artist Booth Application

Name	
Address	
City, State, Zip	
Contact Number(s)	
Email	
Website	
Where Have You Participated Previously?	
Description Of Your Product or Service *Please send up to 3 photos or direct to a website	

Market 35674 reserves the right to deny any application for any reason in its sole and absolute discretion. By submitting this application, applicants agree and understand that there is no guarantee or promise that the application will be approved. All artists wanting to showcase their works at Fourth Thursdays Tuscumbia must go through a review process. Please fill out application and submit up to three photos of your work. (You can send us to a website to view vs submitting pictures if applicable) Your approval will be sent after review process.

Signature of Applicant:
Date :

RELEASE AND WAIVER OF LIABILITY

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY.

This Release and Waiver of Liability (the "Release") executed on this _____ day of _____, 201____, by [print your individual and company name]

(the "Participant") in favor of Helen Keller Festival, Inc. and Market 35674, and their directors, officers, employees, agents, members, and volunteers (collectively, "Released Parties").

The Participant desires to engage in the activities organized, attended, or related to downtown Tuscumbia, Alabama, the Helen Keller Festival, and/or Fourth Thursdays (the "Activities"). The Participant understands that the Activities include, but are not limited to, Activities: located in or around downtown Tuscumbia, Alabama and Spring Park related to, arising out of, and/or occurring in relation to the Helen Keller Festival and/or Fourth Thursdays.

The Participant has fully read and understands this Release and hereby freely, voluntarily, and without duress executes this Release under the following terms:

Release and Waiver. Participant does hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant's Activities with or related to the Released Parties.

Participant understands that this Release discharges the Released Parties from any liability or claim that the Participant may have against the Released Parties with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's Activities with the Released Parties, the Helen Keller Festival, and/or Fourth Thursdays, whether caused by the negligence of the Released Parties or their officers, directors, employees, agents, members, volunteers or otherwise. Participant also understands that the Released Parties do not assume any responsibility for any obligation to provide financial assistance or other assistance, including but not

limited to medical, health, liability or disability insurance in the event of injury, illness or death to Participant or any third party engaging in business or otherwise interacting in any way with Participant.

Medical Treatment. Participant does hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's Activities with the Released Parties, including any of Participant's dealings with third parties, whether customers of Participant or otherwise.

Assumption of the Risk. The Participant understands that the Activities may include participation in activities that could or may be dangerous to the Participant and its customers and/or individuals with whom Participant has any dealings, business or otherwise.

Participant hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases the Released Parties from all liability for injury, illness, death, or property damage resulting from the Activities.

Insurance. The Participant understands that, except as otherwise agreed to by the Released Parties in writing, the Released Parties do not carry or maintain health, medical, or disability insurance coverage for any Participant or any third party customers individuals having dealings with Participant. Each Participant is expected to and shall obtain its own medical, health and liability insurance coverage.

Other. Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Alabama and that this Release shall be governed by and interpreted in accordance with the laws of the State of Alabama. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Participant has executed this Release as of the day and year first above written.

PRINT Participant's Name _____

PRINT Participant's Business _____

SIGN (Participant) _____

Address _____

City State Zip _____

Phone (daytime) _____

Phone (evening) _____

E-mail _____

EMERGENCY CONTACT

Name _____

Phone (day) _____

Phone (eve) _____

Your Insurance Co. _____

Your Insurance No. _____

Witness Signature _____