

- Village of Millington -

MOBILE FOOD VENDOR WAIVER, RELEASE, AND HOLD HARMLESS AGREEMENT

1. I, _____, in consideration of the Village of Millington (“Village”) issuing a Mobile Food Vending Permit, I agree individually, and on behalf of the entity issued a Mobile Food Vending Permit, to release, waive, discharge, hold harmless, and covenant not to sue the Village. This Waiver applies not only to me, but also to my personal representative, agents, employees, heirs, and next of kin. This Waiver extends not only to the Village, but also its employees, officers, directors, officials, representatives, successors and assigns.

2. This Waiver relates to any and all loss or damage, and any claim or demands therefore on account of accident, injury, illness, death, or harm of any type arising out of or related to my Mobile Food Vending activities in the Village, whether caused by the negligence of any party.

3. I agree to indemnify and hold harmless the Village from any loss, liability, damage, or cost they may incur arising out of or related to my Mobile Food Vending activities in the Village, whether caused by the negligence of any party.

4. I assume full responsibility for any risk of bodily injury, death, or property damage arising out of or related to my Mobile Food Vending activities, whether caused by the negligence of any party.

5. I agree that this Liability Waiver extends to all acts of negligence associated with my Mobile Food Vending activities and is intended to be as broad and inclusive as is permitted by law. Furthermore, if any portion of this Waiver is held invalid, I agree that the balance shall continue to remain in full force and effect.

6. I acknowledge that operating as Mobile Food Vendor in any capacity does not create an employee/employer or independent contractor relationship with the Village or with any entity where I am placed and that I will not receive, cannot accept or claim entitlement to any wages, benefits, workers’ compensation or any other form of compensation.

7. I HAVE READ AND UNDERSTAND THE TERMS OF THIS WAIVER, RELEASE, AND HOLD HARMLESS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. I AM OF LAWFUL AGE (ABOVE 18 YEARS OLD) AND LEGALLY COMPETENT TO SIGN THIS WAIVER AND RELEASE. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I HAVE SIGNED IT FREELY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Mobile Food Vending Permit Applicant

Applicant’s Signature

Date

