

MUST BE SIGNED AND RETURNED

RELEASE AND INDEMNITY AGREEMENT

COMMERCIAL TENT

In consideration for being permitted to operate a space in the Commercial Tent at the Pemberville Free Fair, Inc., I do hereby covenant and agree with the Pemberville Free Fair, Inc. its officers, agents, trustees, successors and assigns that I shall never institute any suit or legal action or make any claim against the Pemberville Free Fair, Inc., its officers, agents trustees, successors and assigns for or by reason of any damage, loss or injury to any person or property or both which I, my heirs, executors or administrators hereafter may have for or by any reason of any matter, cause or thing whatsoever arising out of my operation in the Commercial Tent at the Pemberville Free Fair, Inc.

Further, I hereby agree to indemnify and save harmless the Pemberville Free Fair, Inc., its officers, agents, trustees, successors and assigns any claim for damages, compensation or otherwise which may be made against them or any one or more of them by reason of any damage, loss or injury to person or property or both which any person may have for or by reason of any matter, cause or thing whatsoever arising out of the operation of my space rental at the Pemberville Free Fair, Inc., and to reimburse and make good any loss or damages or costs, including attorney fees, that the Pemberville Free Fair, Inc., its officers, agents, trustees, successors and assigns may have to pay if any litigation arises on account of any claims made by any person as a result of the operation of my space rental at the Pemberville Free Fair, Inc.

Commercial Tent Rental Name: _____

By: _____

Title: _____ Date: _____