



**Directed by The Hartselle Area Chamber of Commerce**

**\*\*Important Information. Please Keep for your Records\*\***

**RELEASE and WAIVER of LIABILITY  
INDEMNITY AGREEMENT**

*This agreement is made (month/date) \_\_\_\_\_, 2022 between (print your name here \_\_\_\_\_, herein referred to as "Independent Contractor" and The Hartselle Area Chamber of Commerce, its board of directors, officers, agents, representatives, employees, members, and volunteers in addition to the Depot Days Festival, its board of directors, officers, agents, representatives, employees, members, and volunteers. IN CONSIDERATION FOR PARTICIPATION in the DEPOT DAYS FESTIVAL, the undersigned hereby agrees to the following:*

- 1. Independent Contractor releases and forever discharges The Hartselle Area Chamber of Commerce, its board of directors, officers, agents, representatives, employees, members and volunteers in addition to the Depot Days Festival, its board of directors, officers, agents, representatives, employees, members and volunteers and The City of Hartselle, its officers, officials, agents, employees and representatives from all liability due to loss or damage and any claim or demand therefore, on account of injury or property damage sustained by any individual or entity resulting from the Independent Contractor's use of or participation in the DEPOT DAYS FESTIVAL.*
- 2. Independent Contractor agrees to indemnify and hold harmless The Hartselle Area Chamber of Commerce, its board of directors, officers, agents, representatives, employees, members and volunteers in addition to the Depot Days Festival, its board of directors, officers, agents, representatives, employees, members and volunteers and The City of Hartselle, its officers, officials, agents, employees and representatives from any loss, liability, damage or cost, including attorney fees, arising out of Independent Contractors participation in the DEPOT DAYS FESTIVAL, whether caused or not by the negligence or willful act of the Independent Contractor or any other persons or entity.*
- 3. Independent Contractor hereby assumes full responsibility for the risk of bodily injury, death or property damage relating from or arising out of Independent Contractors participation in the DEPOT DAYS FESTIVAL.*
- 4. The undersigned further expressly agrees that the forgoing RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by the laws of the State of Alabama. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.*
- 5. Independent Contractor has read and understands the RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT, is authorized to and voluntarily signs the same.*
- 6. I understand that while the Hartselle Area Chamber of Commerce and the City of Hartselle have undertaken reasonable steps to lessen the risk of transmission of COVID-19, Hartselle Area Chamber of Commerce nor the City of Hartselle is responsible in any manner for any risks related to COVID-19 in connection with the Depot Days Festival.*

\_\_\_\_\_  
Signature of Independent Contractor

\_\_\_\_\_  
Date