

**EXHIBITION, RELEASE and HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement (the "Agreement") is made and entered into on 7/21, 2018, by and between the Township of Golden (the "Township") of 5527 West Fox Road, PO Box 26, Mears, Michigan 49436, and \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Exhibitor").

Recitals

- A. By virtue of the accompanying 2018 Mears Arts & Crafts Festival (the "Festival") Exhibitor Application (the "Application") which is executed herewith, Exhibitor has requested permission to exhibit qualifying items at the Festival. A copy of the Application is attached hereto and made an integral part of this Agreement.
- B. With the Application, the Township has published certain Rules and Regulations that may be amended and disseminated to Exhibitor from time to time.
- C. Exhibitor wishes to be able to exhibit for sale certain items that qualify for exhibition and sale pursuant to the Rules and Regulations.

NOW THEREFORE, Exhibitor agrees as follows:

- 1. In consideration of being permitted to exhibit certain items for sale at the Festival, Exhibitor agrees to comply with the Rules and Regulations as communicated to Exhibitor by Township or Township's coordinator from time to time, either before or after execution of this Agreement.
- 2. Exhibitor further releases, waives, discharges, and covenants not to sue the Township, its officers, officials and staff, from all liability to Exhibitor arising out of, or in any way related to, the Festival/.
- 3. Exhibitor further agrees to indemnify, defend and hold harmless the Township, its officers, officials and staff from any liability, loss, damage, costs and fees (including attorneys fees and expert fees) incurred as a result of or arising in any way out of, Exhibitors activities undertaken pursuant to this Agreement.
- 4. Exhibitor expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Michigan, and that if any portion of the agreement is held invalid, it is agreed that the balance shall; notwithstanding, continue in full force and legal effect.
- 5. Exhibitor, being of lawful age, in consideration of being permitted to participate in the Festival as set forth above, does for him or herself, his or her heirs, executors, administrators, and assigns, release and discharge the Township, its officers, staff and officials of and from all, and all manner of action and actions, cause and causes of action, suits, or demands whatsoever, in law or in equity, which Exhibitor ever had, now has, or can or may have by reason of any matter, cause, or thing whatsoever, in any way related to the Festival.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Exhibitor [Print or Type]

\_\_\_\_\_  
[Signature]

