

Star Touring and Riding Assoc.
Modesto Chapter 294
June 21, 2008

Vendor Booth Application

Business Name: _____

Contact Person: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Day Phone: _____ Evening: _____ Cell: _____

Email: _____

Free: Booth Space

- Booth space must be set up by 11a.m. on Saturday June 21st
- Vendors are responsible for their own tables, chairs, signs, staff, canopies etc
- Each group must clean their booth area at the end of the event
- A *DONATION* for the raffle would be appreciated

Please return completed application form to the address below. You will receive a confirmation and further information by return mail or email prior to the event.

Deadline for application is June 13, 2008

I have read the above conditions and agree to all terms. I understand what is expected of my business, my staff, volunteers and myself. I agree to abide by these policies. I have read and understand the liability release, which is part of this registration form.

Signature: _____ Date: _____

Print Name: _____

Star Touring and Riding Assoc. Modesto Chapter 294
3613 Scenic Dr. Modesto, Ca., 95355
irene_c_95355@yahoo.com
209-324-1924 or 209- 247-8554



**Release and Waiver of Liability, Assumption of Risk,
Hold Harmless and Indemnity Agreement**

Poker Run by Star Touring and Riding Association Modesto Chapter 294
to Benefit Sierra Vista Child and Family Services
Description and location of event

Notice: Star Touring and Riding Association, Yamaha of Modesto, Sierra Vista Child and Family Services do **NOT** provide liability insurance for the protection of persons, organization, business groups, spectators or other who may participate in the **2008 Poker Run** events and activities. In exchange for permission to participate in the **2008 Poker Run** Star Touring and Riding Association, Modesto Chapter 294 event and any and all related activities (collectively the "Event"). THE UNDERSIGNED, on behalf of the below listed organization, business or group including their officers, guardians, conservator, executors, administrators, trustee and assigns, ACKNOWLEDGES AND AGREES to the following:

1. I HEREBY RELEASE, WAIVE DISCHARGE AND COVENANT NOT TO SUE Star Touring and Riding Association, Modesto Chapter 294, Yamaha of Modesto and Sierra Vista Child and Family Services, other participants, official, or any persons, sponsors advertisers, owners and lessees of premises used to conduct the Event and each of them, their officers, officials, contractors, agents, employees and volunteers, (collectively the "Released Parties"), from any and all liability to the undersigned, for any and all loss or damage, and for any and all claims or demands for injury to person or death or damage to property of the undersigned, whether caused by negligence or other legal fault of the Released Parties, arising out of or in connections with the undersigned's participation in the Event.
2. I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISK OF BODILY INJURY, DEATH AND/OR PROPERTY DAMAGE due to the negligence or other legal fault of the Released Parties, arising out of or in the connection with my participation in the event, I expressly acknowledge and agree that participation in the Event may be of hazardous strenuous, and/or physical nature, and may involve interaction with other participants.
3. I HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS the Released Parties from and against any and all liability, loss, expense (including reasonable attorney's fees and expert witness fees) or claims for injury or damages arising out of my participation in the Event, but only in proportion to and to the extent such liability, loss expense attorney's fee and/or witness fees, or claims for injury or damages are caused by or result from the negligence or other legal fault of the undersigned. Acceptance of required insurance certificates and policy endorsements does not relieve undersigned from liability hereunder and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by reason of the undersigned's negligence, misconduct or other legal fault regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages. These provisions shall survive any termination of this Agreement.
4. I FURTHER EXPRESSLY AGREE AND ACKNOWLEDGE that the foregoing agreement is intended to be as broad and inclusive as is permitted by law, and that if any portion of this Agreement is held to be invalid, the balance shall continue in full force and effect.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS, I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND BINDING CONTRACT. I VOLUNTARILY AGREE TO EACH OF THE TERMS AND PROVISIONS HEREIN AND SIGN THIS AGREEMENT OF MY OWN FREE WILL. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENT OR INDUCEMENTS APART FROM THE FOREGOING AGREEMENT HAVE MADE.