



The Rotary Club of Naples Bay
Ziggy Dick's BBQ Cook-off & Festival
Collier County Agricultural Fair & Expo Grounds

WAIVER AND RELEASE (Vendor / Concessionaire)

I fully understand that participating in this event may result in accidents, illness, or injury. I and my business are voluntarily participating in the "**Ziggy Dick's BBQ Cook-Off & Festival**" (hereinafter the "**event**") sponsored by the "**Rotary Club of Naples Bay**" (hereinafter "**the Rotary Club**") with complete understanding of the risks associated with participation in the event.

In consideration of your accepting my application and being allowed to participate in the "event", I the undersigned, intending to be legally bound, hereby for myself and my business, heirs, executors, administrators and assigns agree to release and hold harmless the premises and grounds owner, Collier County Agricultural Fair and Exposition Inc, The Collier County Fairboard, The Collier County Board of Commissioners, The Collier County Government, the Florida BBQ Association, the Community Foundation of Collier County and the event's sponsors, including the Rotary Club, its affiliates, agents, volunteers and employees, from all liability for any injuries and/or illnesses that may directly or indirectly result from my conduct or from the negligence of my team in the event, and/or from the negligence of the premises owner or the negligence of the sponsors of the event, including the Rotary Club, its affiliates, agents, volunteers and employees. I and my team also acknowledge full and sole responsibility for any and all medical expenses that we may incur as a result of any injury and/or illness related to our participation in the event. I understand and agree that this Waiver and Release is binding upon my business and myself. I agree to abide by the rules and regulations of the Ziggy Dick's BBQ Cook-Off and Festival, Food Handling and Serving Regs and the Festival Co-License Rules. I also fully understand that for acceptance to the "event", I agree to submit a valid Liability insurance policy acceptable to "the Rotary Club" during the event period.

I hereby grant my consent and permission to the Rotary Club, its affiliates, agents and employees, to use my name, my business name, photographs, videotape, motion picture recording, voice, or likeness for Rotary purposes, including pre and post event publicity.

I have carefully read this Waiver and Release and fully understand its contents. By my signature below, I on behalf of my business consent and agree to the terms of this Waiver and Release.

X _____
Signature

Date: _____

Print Name of Business

Address: _____

Attachments (List):

Note: Please complete and return this Waiver and the Co-License Rules Agreement with your application to Roger Dick, Rotary Club of Naples Bay, P.O. Box 1852, Naples, FL 34106.

Questions: Call Roger Dick (239) 455-4840; email: ziggydick@hotmail.com

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ENTRY CO-LICENSE

BBQ Cook Team & Vendors/ Concessionaires (hereinafter the Co- Licensee)

Additional Rules and Regulations

(Not included on the Entry Brochure)

TERM OF ENTRY Co- LICENSE: January 6th and 7th, 2012

COMPLIANCE WITH LAWS: Co-Licensee agrees to comply and will require its team members, agents and employees to comply with all laws, ordinances and regulations adopted or established by Federal, State or Local Governmental agencies or bodies, and by all facility rules and regulations provided by the CC Ag Fair & Expo Grounds (**hereinafter the Fair**). Licensee agrees that all applicable rules, regulations and requests by duly authorized governmental agencies responsible for the public safety and by The Fair to assure such safety.

DEFAACEMENT OF FACILITY/PROPERTY: The Co-Licensee shall not injure, mar, nor in any manner deface said premises or any equipment contained therein; and shall not cause or permit anything to be done whereby premises, property or equipment therein shall be in any manner injured, marred or defaced.

CLEAN-UP: It is agreed that the Licensee will maintain the facility in a clean and safe manner from move-in through move-out.

PAYMENT FOR DAMAGES: The Co-Licensee agrees to pay all costs of repair or replacement for any and all damages of whatever origin or nature which may have occurred during the term of this License in order to restore the damaged facility, property and equipment or other parts of the premises affected by the event to a condition equal to that at the time this License went into effect. Licensee also agrees to post damage and clean-up deposit as required by The Rotary Club of Naples Bay. Any unused portion will be returned after inspection by the Collier County Fair grounds & premises owner.

TRANSFER: The Co-Licensee shall not transfer, assign, sublet or subject this License or its rights or interest therein without prior written approval of The Rotary Club of Naples Ziggy Dick's BBQ Cook-Off & Festival which approval may be withheld.

LOAD IN AND OUT: Co-Licensee agrees that all articles, displays and exhibits, shall be brought in or out only at such entrances and such times as designated by the Fair.

STORAGE: Co-Licensee agrees to assume all responsibility for all goods, materials, exhibits, displays and articles in or on the premises before, during or after the event.

PUBLIC SAFETY: Provide full cooperation when the Fair may unilaterally interrupt any event in the interest of public safety, make public safety announcements or require patrons to leave the premises.

RIGHT OF ENTRY: Provide full cooperation to the Fair to enforce all necessary and proper rules for management and operations of the premises. Must permit and allow the Fair's duly authorized agent to enter the premises at any time and occasion without any restrictions whatsoever.

PROHIBITED: The Fair Grounds prohibits the following. You must comply with these requirements:

- No glass containers of any kind on the Fair premises.
- Do not use Fair golf carts. They are not available for use.
- Do not cause or allow beer, wine or any other alcoholic beverages to be sold.

X _____
Signature (Leader- Cook Team/Vendor/ Concessionaire)

Date: _____

Print Name, (Cook Team/ Vendor/ Concessionaire)

Address: _____

*Note: Please complete and return this with your Waiver and entry registration application to Roger Dick, Rotary Club of Naples Bay, P. O. Box 1852, Naples, FL 34106.
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