

POTTER VALLEY RODEO

PO Box 68
Potter Valley, CA 95469



Phone/Fax: (707) 743-1742
pottervalleyrodeo@gmail.com

Concession Application (Food items) Memorial Day Weekend May 28-29, 2022

Rules/Requirements

- **Set up before 8:00 am Saturday and be cleaned up by 6:00 pm Monday.**
- All vehicles must be removed from the vendor/concession area by 10:00 am every day.
- All trash must to be cleaned up and placed in appropriate disposal containers. Furthermore, anything you bring in for your booth you must take out.
- Booth spaces with power are limited and may not be available unless indicated on your entry.
- You must make arrangements to remove valuables overnight. Potter Valley Community Parks and Recreation, Inc. is not responsible for any lost or stolen property.
- Booth Fees are non-refundable.
- Please make checks payable to: **Potter Valley Rodeo**
- For you convenience, all returned checks will be electronically debited for the face value plus a \$25 fee.
- Each vendor/concession entry will receive two (2) Saturday passes and two (2) Sunday passes. Additional passes (not to exceed four (4) per booth per day) may be purchased at \$6.00 per ticket by completing the bottom section of page 2. These passes are good for one person/one time use.
- All vendor/concession entries **must provide an insurance certificate with Potter Valley Community Parks and Recreation, Inc.** as additional insured.
- **Deadline is Friday, May 20, 2022.**
- Please mail this entry, Hold Harmless Agreement, insurance certificate and payment to:

Potter Valley Rodeo
Attn: Concession
PO Box 68
Potter Valley, CA 95469

- For additional information please email us at pottervalleyrodeo@gmail.com or call Hannah Foster at (707) 489-4674 or (707) 743-1742. No calls after 9:00 pm

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Business Name: _____

Contact Person: _____

Mailing Address: _____ State: _____ Zip: _____

Physical Address (If different): _____ State: _____ Zip: _____

Email: _____

Phone Number: _____

Type of food to be sold: _____

There are some restrictions on food sales Sunday. Please contact Hannah Foster for further information.

Are you a non-profit organization: YES NO

Will you need power for your booth? YES NO (if you answer 'yes' please add an additional \$20)

Amps Needed _____ Watts Needed _____

Insurance Information:

Insurance Carrier: _____ Policy #: _____

Local Artisans (Mendocino & Lake County Handmade Artisan Items)		
X	Size	Price
	10' x 10'	\$ 50.00

Booth Size & Pricing (Non-profit Organizations & Locals)		
X	Size	Price
	10' x 10'	\$ 100.00
	10' x 20'	\$ 125.00
	10' x 30'	\$ 175.00

Booth Size & Pricing		
X	Size	Price
	10' x 10'	\$ 150.00
	10' x 20'	\$ 175.00
	10' x 30'	\$ 225.00

You will receive a 2 vendor passes good for the weekend and 1 parking pass. You may pre-purchase additional tickets for Saturday and/or Sunday for \$6.00 each, maximum of 4 additional per booth per day. Children 10 years old and under are free. Monday is free entry. *Passes may also be purchased at the gate for full price or from the rodeo queen contestants at the pre-sale price. Note: If you choose this option the full amount for additional passes must accompany this entry.*

_____ Saturday Tickets @ \$6/each (max 4) = \$ _____

_____ Sunday Tickets @ \$6/each (max 4) = \$ _____

Booth Space from above = \$ _____

Power for booth, yes?, add \$20 = \$ _____

Total Enclosed = \$ _____

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POTTER VALLEY COMMUNITY PARKS AND RECREATION HOLD HARMLESS AGREEMENT At The Potter Valley Rodeo Arena, and Parade areas

_____ hereafter “vendor/concessionaire” has permission to use a designated space on the Rodeo Grounds for the Potter Valley Rodeo, May 28-29, 2022, during the hours of: Friday, 8:00 am to 9:00 pm; Saturday, 8:00 am to 9:00 pm; Sunday, 8:00 am to 7:00 pm;. The concessionaire/vendor may use the designated space for the purpose of exhibiting and/or selling the following items:

In consideration of allowing the above, and to the fullest extent permitted by law, concessionaire/vendor agrees to indemnify and hold harmless the Potter Valley Community Parks and Recreation, Inc., their officers, agents, and/or employees against and from any and all claims, lawsuits, damage, losses, expenses, and costs, brought for or on account of, damage or loss of any item in exhibitors space, or injuries to or death of any person or persons, including vendor/concessionaire or damage to or destruction of property, arising out of, or other occurrence during or in connection with the foregoing event.

Concessionaire/Vendor’s Name (please print): _____

Signature: _____ Date: _____

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WAIVER AND RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS AND VOLUNTARY CONSENT AGREEMENT

THIS AGREEMENT (hereinafter, "Agreement") MUST BE CAREFULLY READ AND SIGNED IN CONSIDERATION OF my ability to participate, provide services for, conduct, prepare for or participate in any affiliated activities leading up or related to, or otherwise attend or be present at the 2022 Potter Valley Rodeo events (hereinafter, the "Events") (and hereinafter, collectively, the "Activities"). The undersigned, on behalf of himself/herself, his/her personal representative, heirs, and next of kin (hereinafter collectively, the "UNDERSIGNED") hereby:

- EXPRESS ASSUMPTION OF RISK:** UNDERSIGNED hereby acknowledges and understands that the World Health Organization has declared COVID-19 a worldwide pandemic. COVID-19 is extremely contagious and spreads mainly from person-to-person contact. Based on currently available information and clinical expertise, older adults and people of any age who have serious underlying medical conditions may have a higher risk for severe illness from COVID-19. There have been recommended guidelines and preventative measures put in place to reduce the spread of COVID-19; however, it CANNOT GUARANTEE that UNDERSIGNED will not become exposed to or infected with COVID-19, despite reasonable efforts to mitigate such dangers. Furthermore, the Activities could increase UNDERSIGNED's risk of contracting COVID-19. By signing this Agreement, UNDERSIGNED acknowledges the extremely contagious nature of COVID-19 and voluntarily assumes the risk that UNDERSIGNED may be exposed to or infected with COVID-19 from the Activities, and that such exposure or infection may involve the RISK OF SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY AND/OR DEATH. UNDERSIGNED understands that the risk of becoming exposed to or infected with COVID-19 by UNDERSIGNED's participation in the Activities may result from the actions, omissions, or negligence of others and/or UNDERSIGNED, including, but not limited to, the RELEASEES (as defined below). UNDERSIGNED hereby expressly assumes all such risks and dangers whether presently known or unknown.
- WAIVER AND RELEASE:** UNDERSIGNED hereby RELEASES, WAIVES, AND FOREVER DISCHARGES, the Potter Valley Community Parks and Recreation DBA Potter Valley Rodeo (and its parents, affiliates and subsidiaries) or any subdivision thereof, any promoter, participant, rodeo association, rodeo grounds operator, arena owner, officials, sponsors, advertisers (in each case associated in any way with any of the Events), owners and lessees of the premises used to conduct the Event(s), insurers, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the Event(s), and each of their respective parents, subsidiaries, affiliated corporations and entities, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, and all other persons or entities participating or involved in the Events (hereinafter collectively, the "RELEASEES"), from any and all actions, causes of action, claims, suits, debts, dues, sums of money, bonds, bills, balances, losses, costs, expenses, damages, covenants, agreements, commitments, undertakings, promises, liabilities, obligations, lawsuits, judgments, orders and demands whatsoever, in law, at equity or otherwise, of whatever kind or nature, whether known or unknown, suspected or unsuspected, asserted, accrued, unaccrued, actual, contingent, or otherwise, direct or indirect and whether or not concealed or hidden arising out of, on account of or relating to any INJURY TO OR RESULTING IN DEATH (including but not limited to INJURY TO OR RESULTING IN DEATH FROM COVID-19) of the UNDERSIGNED arising out of or related to any of the UNDERSIGNED's Activities (hereinafter, the "RELEASED CLAIMS"). The UNDERSIGNED covenants that the UNDERSIGNED shall not directly or indirectly, bring, commence, institute, maintain, prosecute, aid or fund in any way any action of any kind or otherwise assert against any of the RELEASEES anywhere in the world any Released Claim.
- INDEMNITY AND HOLD HARMLESS:** UNDERSIGNED hereby agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS, to the fullest extent permitted by law, the RELEASEES from losses, liabilities, obligations, claims, damages, settlements, injunctions, suits, actions, proceedings, demands, charges, fines, penalties, costs and expenses of every kind and nature, including reasonable fees, expenses and disbursements of attorneys, accountants and other professionals imposed upon, asserted against or incurred by any RELEASEE in connection with, arising out of or relating to (i) any Released Claim or (ii) the UNDERSIGNED's Activities, in each of (i) and (ii), whether caused by the ordinary negligence of the RELEASEES or otherwise and including and/or arising out of UNDERSIGNED's improper and/or tortious conduct in con-
nection therewith.

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4. INFORMED CONSENT AND VOLUNTARY PARTICIPATION: UNDERSIGNED fully acknowledges and understands that COVID-19 is extremely contagious. UNDERSIGNED has taken it upon himself or herself to be fully informed of the numerous risks and potential dangers associated with COVID-19, including SUFFERING SEVERE PERSONAL INJURY OR DEATH. UNDERSIGNED acknowledges that he or she has been informed that his or her PERSONAL SAFETY CANNOT BE GUARANTEED. UNDERSIGNED acknowledges that his or her participation in the Activities are completely voluntary, and he or she believes that the potential benefits of participation and/or services provided outweigh the risk and danger associated with COVID-19. For more information please see the Center For Disease Control's site at <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>.

5. UNDERSIGNED acknowledges that it is his or her responsibility to do all of the following: (1) exercise caution and follow any CDC or OSHA issued protocols (including without limitation those guidelines specifically referenced by the PRCA to protect the health of the UNDERSIGNED); (2) inform employer of any Activities which the UNDERSIGNED does not feel comfortable performing; (3) cease any activity and promptly report any physical discomfort, illness or complications while participating in any Activity; and (4) clear his or her participation of any Activity with his or her personal physician. UNDERSIGNED also agrees, represents and warrants that the Potter Valley Rodeo COVID-19 Ground Rules (5)he/she will not participate in any Activity if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/ confirmed case of COVID-19.

6. UNDERSIGNED acknowledges that THIS AGREEMENT IS INTENDED TO BE FULLY SEVERABLE, and that if any portion of this Agreement is held invalid, it is agreed that the balance the Agreement shall continue in full legal force and effect. That shall include modifying the Agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy. This Agreement is to be interpreted and enforced under the laws of the California.

7. UNDERSIGNED hereby accepted all terms set forth herein and acknowledges this is the complete agreement between the parties regarding these issues, and UNDERSIGNED agrees and acknowledges that NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT. UNDERSIGNED HAS COMPLETELY READ BOTH PAGES OF THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS. UNDERSIGNED SIGNS THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM OR HER AND UNDER SIGNED INTENDS HIS OR HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. UNDERSIGNED was given ample opportunity to read the Agreement and/or have it reviewed by legal counsel of his or her choice. UNDERSIGNED was also offered a copy of this Agreement.

NAME (PRINT)

DATE

SIGNATURE