



JUNIOR LEAGUE OF  
SOUTH BREVARD, INC.  
*Women building better communities*

## 25<sup>th</sup> Annual Festival of Trees

### AGREEMENT TO HOLD HARMLESS, INDEMNIFY AND RELEASE IN FULL

THIS AGREEMENT TO HOLD HARMLESS, INDEMNIFY AND RELEASE IN FULL (the "AGREEMENT") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2009, by and among JUNIOR LEAGUE OF SOUTH BREVARD, INC. ("JLSB") and \_\_\_\_\_ ("VENDOR").

**WHEREAS**, VENDOR desires to participate in the 2009 JLSB Festival of Trees to be held November 20, 21, and 22, 2009 at the Maxwell C. King Center, Brevard County, Florida, but VENDOR does not intend to purchase event or general liability insurance, or to add JLSB as an additional insured to an existing insurance policy;

**NOW, THEREFORE**, VENDOR agrees to defend, pay, indemnify and save JLSB, Association of Junior Leagues International, Inc., the Maxwell C. King Center for the Performing Arts and Brevard Community College free and harmless, from any and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against all cost and expenses, including reasonable attorney's fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising directly or indirectly, out of or from or on account of any occurrence in, on, at or from the VENDOR'S participation in the 2009 JLSB Festival of Trees, or occasioned wholly or in part through the use and occupancy of the Maxwell C. King Center, or Brevard Community College (BCC) or by any act or omission or negligence by VENDOR in, on, at, or from the 2009 JLSB Festival of Trees and/or the Maxwell C. King Center and/or BCC.

VENDOR and all those claiming by, through or under VENDOR shall participate in the 2009 JLSB Festival of Trees at their own risk and VENDOR and all those claiming by, through, or under VENDOR, release JLSB and JLSB's agents, to the fullest extent permitted by law, from all claims of every kind, including loss of life, personal or bodily injury, damage to equipment, fixtures or property arising, directly or indirectly, out of or from or on account of such occupancy and use resulting from any present or future condition or state of repair thereof.

This AGREEMENT, together with the Participation Form and Rules and Regulations of the 2009 JLSB Festival of Trees committee, and any other written agreements that may have been executed related to the 2009 Festival of Trees, contain the entire agreement between the parties. There are no oral understandings, terms, or conditions, and VENDOR has not relied on any representation, express or implied, not contained in this AGREEMENT or the above-mentioned writings. This AGREEMENT cannot be changed or supplemented orally, and all changes must be in writing and acknowledged and signed by the parties in writing.

The laws of the State of Florida shall govern and control the validity, interpretation, performance and enforcement of this AGREEMENT. All claims, disputes, and other matters in question arising out of or relating to this AGREEMENT shall be decided by proceedings instituted and litigated in Brevard County, Florida, and the parties expressly consent to the venue and jurisdiction of that court.

The undersigned parties represent that they have carefully read and fully understand the foregoing provisions. The

Parties represent that they enter into this AGREEMENT of their own free will. VENDOR represents that VENDOR understands this AGREEMENT holds JLSB harmless, indemnifies JLSB, and releases JLSB to the fullest extent permitted by law. VENDOR further represents that VENDOR is aware that VENDOR is releasing certain legal rights that VENDOR may have.

Vendor Name Printed: \_\_\_\_\_ Junior League of South Brevard, Inc. VP of Fundraising

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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