



# CITY OF HAGERSTOWN, MARYLAND

Public Works Department  
Parks & Recreation Division

[www.hagerstownmd.org/parksandrec](http://www.hagerstownmd.org/parksandrec)

## 2023 PARKS & REC COMMUNITY EVENTS BUSINESS VENDOR & EXHIBITOR APPLICATION FORM

Apply to be a business vendor or exhibitor for one or more of our 2023 events!

**A separate application and payment will need to be received for each event:**

- \_\_\_\_\_ City Park Fall Fest & Fireworks - Saturday, September 16, 11am to 7:30pm
- \_\_\_\_\_ Harvest Hoedown at Fairgrounds Park – Saturday, October 21, Noon to 4pm
- \_\_\_\_\_ City Park Lighting – Friday, December 1, 5pm to 8:30pm

Please list business and the items to be promoted or sold:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Event Name: \_\_\_\_\_

Vendor Contact Name: \_\_\_\_\_

Business Name: \_\_\_\_\_ MD Tax Number: \_\_\_\_\_

Address: \_\_\_\_\_

Day of Event Phone #: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Tent? (NOT provided by City; must be weighted down, not staked) Yes No Size? \_\_\_\_\_  
Electricity, tables and chairs must be provided by the vendor.

**Vendors and exhibitors are required to sign a City of Hagerstown Hold Harmless Agreement.**  
**Please return the attached hold harmless with this application.**

Signed: \_\_\_\_\_

Vendors Name	Date
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**Please return application form, \$75 fee and hold harmless no later than 3 weeks before event.**

**Check payable to: The City of Hagerstown,**  
Mail to: Amy Riley, Parks and Recreation, 351 N Cleveland Ave, Hagerstown, MD 21740

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### FOR OFFICE USE ONLY

**Public Works Department**  
51 West Memorial Blvd.  
Hagerstown, MD 21740  
Ph: 301.739.8577 Ext. 178

**Parks and Recreation Division**  
351 North Cleveland Ave.  
Hagerstown, MD 21740  
Ext. 169

**Parking Division**  
25 East Franklin St.  
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Approved & Date: \_\_\_\_\_ Hold Harmless Attached: \_\_\_\_\_

## HOLD HARMLESS RELEASE & WAIVER OF LIABILITY

### IMPORTANT: PLEASE READ CAREFULLY BEFORE SIGNING THIS DOCUMENT.

This **Release and Waiver of Liability** (the “Release”) is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ a participant who has attained the age of majority (the “Participant”), in favor of the City of Hagerstown, a municipal corporation formed under the laws of Maryland, as well as its agents, servants, employees, volunteers, insurers, successors and assigns, collectively or individually, (collectively, the “City”). The Participant desires to participate in the \_\_\_\_\_ [name, location and date of event, hereinafter referred to as the “Activity”]. Participant affirms that s/he is in good health and capable of undertaking the activities for which this Release is being granted.

The Participant does hereby freely, voluntarily and without duress execute this Release under the following terms:

1. **Waiver and Release.** In consideration of being permitted to attend the Activity, Participant agrees to release and forever discharge and hold harmless the City from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant’s participation in the Activity.

Participant acknowledges that this Release forever discharges City from any and all liability, claim or cause of action that the Participant may have against City with respect to any bodily injury, personal injury, illness (including but not limited to COVID-19), loss, death, or damage to personal property which may result directly or indirectly from Participant’s participation in the Activity.

2. **Medical Treatment.** Participant does hereby release and forever discharge City from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, medical care or service rendered in connection with the Participant’s participation in of the Activity.

3. **Assumption of Risk.** The Participant acknowledges that participating in the Activity may include activities that may be hazardous to the Participant. Participant hereby expressly and specifically assumes the risk of injury or harm in these activities and releases City from any and all liability for injury, illness, death or property damage resulting from the Participant’s activities relating to the Activity.

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4. **Insurance.** The Participant acknowledges that City does not carry or maintain health, medical or disability insurance coverage for any Participant. **EACH PARTICIPANT IS ENCOURAGED TO OBTAIN HIS OR HER OWN MEDICAL AND/OR HEALTH INSURANCE COVERAGE BEFORE PARTICIPATING IN THE ACTIVITY.**

5. **Rules and Regulations.** Participant agrees to abide by all applicable City and/or Activity Rules and Regulations. Failure to do so will be grounds for immediate expulsion from the Activity without refund of any fee paid by the Participant.

6. **Other.** Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted under the laws of the State of Maryland and this Release shall be governed by and interpreted in accordance with the laws of the State of Maryland (without regard to its conflicts of laws principles). Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be in full force and effect.

7. **Effective Date.** This Release shall be effective immediately upon execution and shall apply to any and all activities occurring at the Activity.

IN WITNESS WHEREOF, Participant has read and understood this Release and all of its terms and conditions and has executed this Release as of the day and year first above written.

WITNESS:

PARTICIPANT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date of birth

\_\_\_\_\_  
Phone Number

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