



CITY OF HAGERSTOWN, MARYLAND

Public Works Department
Parks & Recreation Division

www.hagerstownmd.org/parksandrec

Harvest Hoedown Saturday, October 21, 2023 12pm – 4pm CRAFT VENDOR APPLICATION FORM

Please list in detail all items to be sold and pricing: all arts and crafts must be family-friendly, and a recommended price of \$50 or less.

Contact Name: _____ Business Name: _____

Address: _____

Day of Event Phone #: _____ E-mail Address: _____

MD Tax Number: (Required) _____ Do you demonstrate? Yes _____ No _____

Fees: \$25 for 10x10 space Payment Method: Cash _____ Check# _____
\$50 for 10x20 Space

Tent? (NOT provided by City; must be weighted down not staked) Yes No 10x10____ 20x10____

Additional Details:

Please note - electricity will not be provided. This is a rain or shine event. No refunds will be offered. **Your application will be reviewed by a committee for final evaluation.** We will hold onto your payment until approval. If approval is not granted, your payment will be returned to you.

Vendor participants will be required to sign a City of Hagerstown Hold Harmless Agreement.
Please return the attached hold harmless with this application.
A copy must be submitted before the event.

Signed: _____ Date _____

Vendors Name

Date

Please return application and hold harmless form no later than **Friday, September 22, 2023**

The City of Hagerstown,
Emily Conrad, Parks and Recreation
351 N Cleveland Ave
Hagerstown, MD 21740

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FOR COMMITTEE USE ONLY

Approval Date: _____ Hold Harmless Attached: _____

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.
Hagerstown, MD 21740
Ext. 479



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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.

4. **Insurance.** The Participant acknowledges that City does not carry or maintain health, medical or disability insurance coverage for any Participant. **EACH PARTICIPANT IS**

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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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