

RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF ALL RISKS

As consideration for being allowed to participate in the Silver Dollar Car Classic event (SDCC), the undersigned _____ (“vendor”) agrees to the following:

- 1. Insurance:** Vendor represents that he/she has or will procure, maintain and keep in force for the duration of the SDCC, at the Vendor's sole expense, insurance covering all lawsuits, actions or claims of any character brought because of any injuries or damage received or sustained by any persons or property on account of the negligence of the Vendor or it's employees, principles, or associates of any nature; or on account of or in consequence of any neglect in safeguarding Vendor's work; or because of any claims or amount recovered under the Workman's Compensation Act; or any other law, ordinance, order or decree.
- 2. Policy Limits:** Vendor represents that the insurance policy (or policies referred to in Paragraph 1) have or shall have and maintain a minimum of Three Hundred Thousand Dollars (\$300,000) coverage.
- 3. Indemnification:** Vendor agrees to indemnify, defend, and hold harmless CARSON CITY a political subdivision of the STATE OF NEVADA, CARSON CITY CONVENTION & VISITORS BUREAU, NV SHOWS, LLC, their officers, directors, trustees, employees, agents, representatives, volunteers and servants, and all other persons and associates connected with the SDCC, any other sponsor, individuals, or corporation (hereinafter collectively "Sponsor"), whether known or unknown, associated with the SDCC from all lawsuits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the negligence of the Vendor or its employees, principles, or associates of any nature; or on account of or in consequence of any neglect in safeguarding the work, or because of any claims or amount recovered under the Workman's Compensation Act, or any other law, ordinance order or decree.
- 4. Release:** Vendor, for himself/herself and successors, assigns, heirs, estates, employees, and all other persons affiliated with Vendor in any manner, hereby releases, waives, discharges and covenants not to sue CARSON CITY a political subdivision of the STATE OF NEVADA, CARSON CITY CONVENTION & VISITORS BUREAU, NV SHOWS, LLC, their officers, directors, trustees, employees, agents, representatives, volunteers and servants, and all other persons and associates connected with the SDCC, any other sponsor, individuals, or corporation (hereinafter collectively "Sponsor"), whether known or unknown, associated with the SDCC, any and all liability, including liability for negligence, for any and all property damage, personal injuries, bodily injury death and/or other claims or causes of action arising out of or relating to the Vendor's participation in SDCC; INCLUDING THOSE CLAIMS WHICH ARE KNOWN OR UNKNOWN, FORESEEN AND UNFORESEEN, FUTURE OR CONTINGENT.
- 5. Covenant Not to Sue:** Vendor, for himself/herself and successors, assigns, heirs, estates, employees, and all other persons affiliated with Vendor in any manner, hereby covenants not to directly or indirectly commence or prosecute any action, suit, claim or other proceeding against SDCC, their officers, directors, trustees, employees, agents, representatives, volunteers, sponsors, servants, and all other persons and associates connected with the SDCC whether known, unknown, arising out of or related to SDCC.
- 6. Assurances:** the undersigned represents that he/she has full power, authority, capacity, and right without limitation to execute, deliver, and perform this release.

Authorized Agent of Vendor

date