

CONTRACT AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT-- VENDOR
Blazin Bikes, Inc. Event, October 9th. & October 10th., 2009
"LAKE CHARLES CIVIC CENTER"

THIS CONTRACT is entered into on the dates listed adjacent to the following signature lines between , Blazin Bikes, Inc. , hereinafter referred to as ORGANIZER, and _____ hereinafter referred to as VENDOR.

IN CONSIDERATION of being a VENDOR of this event, and under the following terms, the undersigned agrees to donate the sum of \$_____ To "Blazin Bikes, Inc." for a space measuring _____. This donation is tax deductible and non-refundable.

- I. VENDOR agrees that his/her business logo may be used on all promotional materials to include print and verbal communication.
- II. VENDOR HEREBY COVENANTS NOT TO SUE ORGANIZER, their officers and employees and members, and hereby fully releases, acquits, and forever discharges ORGANIZER, their officers and employees and members from any and all liability to VENDOR, his/her personal representatives, assigns, heirs, and next of kin for any and all property loss or damage and/or personal injury, including but not limited to death whether caused by the sole negligence or strict liability of the ORGANIZER, and each of them, their officers and employees and members or otherwise while VENDOR is participating in the event.
- III. VENDOR HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS ORGANIZER, their officers and employees and members and each of them for any loss, liability, damage, or cost it may incur due to the presence of the event participants at its premises caused by the negligence, strict liability or fault of ORGANIZER, their officers and employees and members.
- IV. VENDOR FURTHER EXPRESSLY UNDERSTANDS AND AGREES the foregoing release, waiver, and indemnity is intended to be as broad and inclusive as is permitted by the laws of Louisiana, which laws shall apply to this contract and that if any portion is held invalid, it is agreed that the balance shall, not withstanding, continue in full legal force and effect.
- V. VENDOR HAS READ AND VOLUNTARY SIGNS THIS FULL CONTRACT, INCLUDING BUT NOT LIMITED TO THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further states that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

SIGNED AT _____, _____ on this _____ day
of _____, _____.

VENDOR: _____ Name of Business : _____

Printed Name

Signature

SIGNED AT _____, _____ on this _____ day
of _____, _____.

ORGANIZER:

Printed Name

Signature