



DELAWARE VALLEY UNIVERSITY

FACILITY USE INDEMNIFICATION, WAIVER AND RELEASE

Delaware Valley University Exhibitor/Crafter Agreement Full Release of Liability and Claims In consideration of my admittance by Delaware Valley University (the "University") to participate in the following activity or program (hereafter described as the "Event"): A-Day 2024. I will observe and abide by all rules and regulations established by the University in connection with the conduct of the Event otherwise with respect to my presence on or in any of the University's properties or facilities. I assume full and complete financial responsibility for any and all damage or injury which I may cause to University property.

I hereby agree to this clause in that if I do not keep my tent/booth open for the hours of A-Day I will be fined in the amount of \$75.00 and understand that A-Day has the right to deny my application for an exhibit in future years because of unpaid fines. Payment of fines will be accepted by check immediately following the closure of A-Day 2024 and until April 1 of the following year.

The hours of A-Day are 4/26/24, Friday 12pm-8pm, 4/27/24, Saturday 10am-7pm, and 4/28/24, Sunday 10am-6pm.

I understand that booth locations are subject to change, and that locations from previous years are not guaranteed. I understand that exhibit spaces are 10' X 10' and will not exceed the perimeter of stated and/or purchased area. I understand that motor vehicles must remain on paved surfaces and not driven on grassed areas of the campus without prior approval from the A-Day Vendor Executive Team.

In consideration of being permitted to use the facilities of Delaware Valley University, we hereby waive, release, forever discharge, and agree to indemnify, hold harmless, and defend Delaware Valley University and their employees, predecessors, successors, directors, officers, affiliates and assigns from any and all manner of actions and causes of action, suits, damages, costs, fees, debts, dues, accounts, bonds, covenants, contracts, judgments, arbitrations, forms of mediation, claims and demands whatsoever in law or in equity arising out of, or which may arise out of, or which are in any way related to the use of the facilities supplied to us by Delaware Valley University, even if alleged to have been caused in part to any acts, omissions, negligence, strict liability or other conduct of the Released Parties.

We warrant and represent that we have carefully read this Waiver and Release, that we have had the opportunity to confer with legal counsel of my choice concerning this Waiver and Release and the terms hereof, and that we sign this Waiver and Release knowingly and voluntarily, intending to be legally bound hereby. We also waive our

rights and all our insurance carrier's rights of subrogation for any and all insured losses including those of workers compensation.

This waiver and release shall not apply to or in any way reduce our employees' entitlement to workers' compensation benefits from our employing them or insurers in the event of any work-related injuries.

I acknowledge that the University may, in its sole discretion, require proof of insurance covering personal injury, property damage and general liability as a condition to my participation in the Event. The Agreement and Release of Liability is a contract undertaken in connection with my participation in the Event and is intended to apply to the fullest extent permitted under the laws of the Commonwealth of Pennsylvania. If any part hereof is held invalid, the balance shall nonetheless continue with full legal force and effect.

Name of Entity or Person to Utilize
Delaware Valley University Facilities

By:

Witness – Name & Title

Name & Title

Date