

**2020
Event Dates**



Music Series
Downtown Safety Harbor

RELEASE OF LIABILITY AND HOLD HARMLESS STATEMENT

By executing this release of liability and hold harmless statement (“Release”) for the City of Safety Harbor’s 3rd Friday Music Series (the “Event”) _____ (“Vendor”) agrees to assume liability for and indemnify, hold harmless, and defend the City of Safety Harbor, its commissioners, mayor, officers, employees, agents, volunteers, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind of nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the Event, the application for the Event, or resulting from activities in any way connected to the Event, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents, volunteers, and attorneys. Vendor understands that liability hereunder shall include all attorneys' fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by any employees against the City and the Vendor hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Vendor agrees that this Release shall survive the completion of the Event and shall not be limited or affected by any amount of insurance required to be a vendor at the Event. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes.

Vendor hereby releases and discharges the City, its commissioners, mayor, officers, employees, agents, volunteers, and attorneys from any and all liabilities, claims, damages and expenses, including attorney’s fees and claims for equitable relief, of any nature whatsoever arising out of or related to the acts, omissions (including negligent or deliberate acts or omissions) of the City, its commissioners, mayor, officers, employees, agents, volunteers, and attorneys, assisting in any way with the Event. Vendor further covenants and agrees not to file any action or proceedings against the City, its commissioners, mayor, officers, employees, agents, volunteers, and attorneys, for any claims that have arisen or may arise in the future on account of or in any way connected with the Event. The terms and provisions of this Release shall be binding upon Vendor and his/her/their/its respective partners, successors, heirs, executors, administrators, assigns and legal representatives.

- ___ January 17
- ___ February 21
- ___ March 20
- ___ April 17
- ___ May 15
- ___ June 19
- ___ July 17
- ___ August 21
- ___ September 18
- ___ October 16
- ___ November 20
- ___ December 18

<p><u>Office Use Only</u></p> <p>RCVD: _____</p> <p>Apprvd: _____</p>

Vendor agrees to abide by all rules and regulations set forth by the 3rd Friday Music Series Event Committee. Vendor understands that the Committee may change or modify the rules as needed, and any failure to abide by this Release or the rules and regulations set forth by the Committee may result in revocation of Vendor's approval to participate in this Event and other events held or sponsored by the City.

VENDOR HAS READ, UNDERSTOOD, AND FULLY CONSIDERED THIS RELEASE AND DESIRES TO ENTER INTO SUCH RELEASE. HAVING ELECTED OF THEIR OWN FREE WILL TO EXECUTE THIS GENERAL RELEASE, TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO RECEIVE THEREBY THE BENEFITS SET FORTH ABOVE, VENDOR FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS RELEASE INTENDING TO RELEASE, WAIVE, AND SETTLE ALL CLAIMS THAT THEY HAVE OR MIGHT NOW HAVE AGAINST THE CITY ARISING OUT OF OR RELATING TO THE EVENT.

By: _____

Print Name: _____

As: _____
(title)

Of _____
(Vendor)

Date

LIMITED SPACE AVAILABLE....