

VENDOR LIABILITY WAIVER AND RELEASE AGREEMENT

Please read carefully before signing

This Agreement is made in connection with: **Mesa Book Festival** | Date: **December 5 and 6, 2026** | Location: **Downtown Mesa, AZ**

1. PARTIES & RECITALS

Vendor	Business Name: Representative: Contact:
Event Organizer	Robert Nelson/Anthology, inc., hereinafter referred to as the "Organizer."
Property Owner	City of Mesa , hereinafter referred to as the "Property Owner."

WHEREAS, the Vendor desires to participate as a vendor at the above-referenced event (the **"Event"**) organized by the Organizer and hosted at the venue of the Property Owner; and WHEREAS, the Organizer requires all vendors to execute this Waiver and Release Agreement as a condition of participation; NOW, THEREFORE, in consideration of the opportunity to participate in the Event and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Vendor agrees as follows:

2. VENDOR REPRESENTATIONS & RESPONSIBILITIES

The Vendor hereby represents, warrants, and agrees to the following:

- 1. Legal Compliance.** The Vendor agrees to comply with all applicable federal, state, and local laws, ordinances, regulations, health codes, and permit requirements in connection with the Vendor's participation in the Event. The Vendor is solely responsible for obtaining any licenses or permits required for the sale, display, or distribution of their products or services.
- 2. Equipment, Products & Staff.** The Vendor is solely responsible for all equipment, products, merchandise, signage, displays, and any staff or representatives they bring to the

Event. The Organizer and Property Owner shall bear no responsibility for the condition, safety, or adequacy of the Vendor's property or personnel.

3. **Assigned Space — Maintenance & Safety.** The Vendor agrees to maintain their assigned space in a clean, orderly, and safe condition at all times during setup, operation, and teardown. The Vendor agrees to leave the assigned space in the same or better condition as found upon arrival.
4. **Insurance Status.** The Vendor acknowledges that they may or may not carry general liability insurance covering their participation in the Event. Regardless of whether the Vendor carries insurance, the Vendor accepts full and sole responsibility for any claims, damages, losses, or injuries arising out of or related to the Vendor's participation, products, operations, or personnel.
5. **Property Loss, Theft & Damage.** The Vendor agrees not to hold the Organizer, the Property Owner, or any of their respective agents, employees, or representatives responsible for theft, vandalism, damage, or loss of the Vendor's property, equipment, merchandise, or funds, regardless of the cause.

3. ASSUMPTION OF RISK

The Vendor voluntarily acknowledges that participation in an outdoor or public event involves inherent risks and hazards, including but not limited to: personal injury, bodily harm, illness, death, property damage or loss, theft, vandalism, adverse weather conditions, slip-and-fall accidents, crowd-related incidents, power failures, and unforeseen emergencies.

The Vendor freely and voluntarily assumes all risks, known and unknown, associated with their participation in the Event, including all risks arising during setup, operation, and teardown. The Vendor acknowledges that the Organizer and Property Owner cannot guarantee a risk-free environment and that the Vendor is participating in full knowledge and acceptance of these risks.

4. RELEASE OF LIABILITY

In consideration of being permitted to participate in the Event, the Vendor, on behalf of themselves and their heirs, executors, administrators, personal representatives, and assigns, hereby **releases**,

waives, discharges, and covenants not to sue the Organizer (**Robert Nelson / Anthology, Inc.**), the Property Owner (**City of Mesa**), and each of their respective agents, employees, officers, directors, members, successors, and assigns (collectively, the "**Released Parties**") from any and all claims, demands, actions, causes of action, suits, damages, losses, costs, or expenses of any nature whatsoever, whether arising in law or equity, known or unknown, which the Vendor now has or may hereafter have, arising out of or in any way connected with the Vendor's participation in the Event.

This Release includes, without limitation, claims arising from or related to:

- The negligence of the Released Parties, whether active or passive;
- Personal injury, bodily harm, illness, or death;
- Damage to, theft of, or loss of the Vendor's property or merchandise;
- Acts or omissions of other vendors, attendees, or third parties; and
- Any condition of the venue or surrounding premises.

The Vendor understands and intends that this Release shall be as broad and inclusive as permitted by the laws of the State of Arizona.

5. INDEMNIFICATION & HOLD HARMLESS

The Vendor agrees to **indemnify, defend, and hold harmless** the Released Parties from and against any and all claims, suits, proceedings, demands, damages, losses, liabilities, costs, and expenses — including reasonable attorneys' fees and court costs — arising out of or related to:

- The Vendor's participation in the Event;
- The Vendor's products, services, or business activities conducted at the Event;
- The Vendor's acts, omissions, or negligence, or the acts, omissions, or negligence of the Vendor's employees, agents, or representatives;
- Any breach by the Vendor of this Agreement or any applicable law or regulation; or
- Any injury, illness, or property damage caused by or resulting from the Vendor's operations or presence at the Event.

This indemnification obligation shall survive the termination or expiration of this Agreement.

6. INSURANCE ACKNOWLEDGMENT

The Vendor has been advised by the Organizer to obtain, at the Vendor's own expense, a general liability insurance policy in an amount sufficient to cover claims arising from the Vendor's participation in the Event. The Vendor acknowledges this advisement and understands that the Organizer does not require proof of insurance but strongly recommends it.

Whether or not the Vendor chooses to obtain liability insurance, the Vendor accepts full and sole financial responsibility for any and all claims, judgments, costs, or damages arising from or related to the Vendor's participation in the Event. The absence of insurance coverage shall not limit the Vendor's obligations under this Agreement in any manner.

7. GOVERNING LAW & SEVERABILITY

Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona, without regard to its conflict of law principles. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts located in the State of Arizona.

Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, that provision shall be deemed severed from this Agreement. The remaining provisions shall continue in full force and effect and shall be construed to give maximum effect to the original intent of the parties.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Vendor and the Organizer with respect to the subject matter herein — namely, the allocation of liability arising from the Vendor's participation in the Event. It supersedes all prior discussions, representations, understandings, or agreements, whether oral or written, relating to this subject matter.

This Agreement may not be modified, amended, or supplemented except by a written instrument signed by both the Vendor and the Organizer. No oral modifications shall be valid or enforceable.

9. VENDOR ACKNOWLEDGMENT

BY SIGNING BELOW, THE VENDOR ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT IN ITS ENTIRETY, FULLY UNDERSTAND ITS TERMS AND LEGAL CONSEQUENCES, AND VOLUNTARILY AGREE TO BE BOUND BY ALL PROVISIONS CONTAINED HEREIN. THE VENDOR FURTHER CERTIFIES THAT THEY ARE AT LEAST 18 YEARS OF AGE AND ARE LEGALLY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE VENDOR'S BUSINESS.

VENDOR SIGNATURE

Vendor Business Name	
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Vendor Representative Name (Print)	Vendor Representative Signature
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Date	Vendor Contact Phone	Vendor Email Address
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ACCEPTED BY ORGANIZER

Organizer Name (Print) — Robert Nelson/Anthology, inc.	Organizer Signature
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Date	
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WITNESS (OPTIONAL)

A witness signature is not required but is recommended for added legal protection.

Witness Name (Print)	Witness Signature

Date	
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Vendor must retain a copy of this signed agreement. | Event: **Mesa Book Festival** | Date: **December 5 and 6, 2026** | Organizer: **Robert Nelson/Anthology, inc.**