



Rotary Club of Hartwell  
P.O. Box 752  
Hartwell, GA 30643  
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## Accident Waiver and Release of Liability Form

I hereby assume all of the risks of participating and/or volunteering in this activity or event, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, organizers, their agents, employees, volunteers, representatives or insurers of the activity or event in which I am participating, and that it will govern my actions, responsibilities, claims, causes of action and remedies at said activity or event, now and in the future. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns as follows:

(A) I waive, release and forever discharge from any and all liability: Rotary Club of Hartwell, their directors, officers, employees, members, volunteers, representatives, agents and insurers (hereinafter "Released Parties") including but not limited to, liability arising from the negligence or fault of the Released Parties, with the exception of intentional acts, for my death, disability, personal injury, property damage, property theft, loss of consortium or actions of any kind which may hereafter occur to me from the event or arising out of the event, including my traveling to and from this event.

(B) I indemnify, hold harmless and promise not to sue, make a claim or bring a cause of action against the Released Parties from any and all liabilities, damages or claims made or arising out of my participation in this activity or event. This includes my personal representatives, executors, administrators, heir, next of kin, successors or assigns.

I acknowledge that the Released Parties are not responsible for the negligence, errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of the Released Parties.

I acknowledge that this activity or event may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic, actions of other people including but not limited to, participants, volunteers, spectators, coaches, event officials, event monitors, and/or producers of the event. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event. I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and assigns. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS ACCIDENT WAIVER AND RELEASE OF LIABILITY AND I FULLY UNDERSTAND ITS CONTENT. I UNDERSTAND THAT THIS IS A RELEASE OF LIABILITY THAT WILL FOREVER BAR ANY CLAIM OR CAUSE OF ACTION ARISING FROM OR OUT OF THE EVENT AGAINST THE RELEASED PARTIES AND I SIGN IT OF MY OWN FREE ACT AND WILL.

By submitting my registration for this event, I am acknowledging that I accept all terms stated on this Accident Waiver and Release of Liability Form.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_



# NAUTICAL FLEA MARKET

## VENDOR APPLICATION

Booths are assigned based on application and full payment date. Assigned locations will be enforced.

**EVENT DATE: MARCH 25, 2023**

### Application Procedure

1. Complete the application form.
2. Enclose a check payable to the Rotary Club of Hartwell or add credit card info below.
3. **Mail all application information to: Rotary Club of Hartwell, P.O. Box 752, Hartwell, GA 30643**

**or drop it off at the Hart Chamber of Commerce, 10 S. Carolina St., Hartwell, Mon-Fri 9-4**

You will be contacted by email or by phone that your application has been approved or denied.

Name of Business: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Credit card: **AE V MC** # \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_/\_\_\_\_ code \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Billing address: \_\_\_\_\_ Zip: \_\_\_\_\_

Electricity Needed \_\_\_\_\_ Yes \_\_\_\_\_ No (Power is NOT guaranteed, generators encouraged)

Special Requests (We will try to accommodate) \_\_\_\_\_

### \_\_\_\_ Food Vendor:

Please note and describe the food items you are selling. All food items must be approved to avoid duplication of items. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### \_\_\_\_ Nautical Flea Market Vendor:

Please give a general description of items selling: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### \_\_\_\_ Kid's Activity Vendor

Please list your activity: : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



# NAUTICAL FLEA MARKET

## VENDOR AGREEMENT

Booths are assigned based on application and full payment date. Assigned locations will be enforced.

**EVENT DATE: MARCH 25, 2023**

### BOOTH POLICIES

- One exhibitor per space.
- Booths are a 10' × 10' space
- No refunds will be given due to weather conditions.
- Spaces are **\$25** and assigned on a first-come, first-serve basis.
- Exhibitors are responsible for providing their own tent/canopy and tables.
- Participants are responsible for providing their own display materials which must be free-standing. Displays must fit into the space without infringing on neighboring spaces.
- Exhibitors are responsible for transporting, securing, and placing their booths. Labor to erect booths will not be provided.
- You cannot tape, tack, rope, bind, or affix any materials or signs to trees, lamp posts, poles, or other surfaces to public or private property.
- VERY Limited electricity available. (Exhibitors should bring their own electrical supplies; none will be provided.) Use of electricity or faucets on the county, city, or private property without permission of the property owner is theft. Gasoline generators are allowed and encouraged. Power is not guaranteed.
- Your booth area must be kept clean during the show and must be cleaned when vacated. Trash bins and recycling will be available, but exhibitors should be prepared to dispose of materials responsibly and haul away anything that requires special disposal.
- All food vendors must be approved **FIRST** by Rotary Club of Hartwell and must complete a temporary food service application, which must be requested and completed with the Hart County Health Dept. (706) 376-2582.

### SET-UP

- Set-up time is 6:00 a.m.–7:30 a.m. on March 25.
- **All vehicles must be moved immediately after unloading to the assigned exhibitor parking lot.**
- Please secure your booths and products.
- **No early setups will be permitted.**

If your booth is a trailer that requires “pull-through” placement, the total length of your trailer, including the tongue, will be required on the application.

- Food vendors should plan to have their booth supplies stocked and ready by 8 a.m. **No vendor traffic will be allowed through after 7:45 a.m.**
- Clean up and tear down must be completed by 4:00 p.m.
- Food vendors will need to have health permits from the Hart County Health Department. These should be submitted to the Health Dept. prior to the event.

### ADDITIONAL INFORMATION

- The Rotary Club of Hartwell reserves the right to remove, without question, any displays or products that are deemed objectionable or inappropriate for a family-oriented event. At this event, you and your booth may be photographed.
  - **You agree to allow your photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, and organizers.**
- The Rotary Club of Hartwell is not liable for any damage, theft, or injury incurred during the festival.
- The Rotary Club of Hartwell reserves the right to accept or deny any application or entry