

Rancho Bernardo
Poodles On Parade
Saturday, May 19th, 2018
8:30 a.m. – 12 Noon

Vendor Registration Page

(Please complete and return to the address listed at the bottom of this form)

Vendor Application – Please complete pages #1 and #2

Applicant Information

Company Name: _____

Address: _____

Street Address _____ *Unit #* _____

City _____ *State* _____ *ZIP Code* _____

Phone: () _____ E-mail: _____

POC: _____

Information

-We anticipate approximately 300-400 attendees at the event. While the parade and contest are specifically for poodles, the rest of the event is open to the public and all leashed, well behaved dogs.

-The cost to vendors who pay prior to March 31, 2018 is **\$65**. The cost to vendors who pay after March 31, 2018 is **\$85**. There is no cost for a non-profit, 501(c)3 organization.

-Each vendor is being asked to supply a gift basket or gift certificate for our opportunity drawing tables.

-Each vendor will need to supply their own table, chairs and shade canopy, not to exceed 10x10 feet.

Deadline for a vendor booth is May 1, 2018

Status

For Profit Not for Profit

Will you be able to provide a donation for the raffle?

Yes No

Proposed Donation:

Amount Paying for Registration (see above fee structure for cost): _____

Your Signature: _____

Date: _____

By signing this registration form, I am confirming that I have read the Terms and Agreement on Pages #3 and #4 and fully agree to the terms stated in the document.

Payment and Registration Instructions:

-Payment may be made through our Paypal button at the bottom of the main Poodles On Parade page or by sending a check to:

Spirit of the Fourth, Inc.
c/o Robin Kaufman
P.O. Box 270736
San Diego, CA 92198

-Your registration form can be scanned and emailed to: PoodlesOnParade@gmail.com if using Paypal, or it can be mailed with your check. The postmark will determine your final fee required.

-Have questions? Email: PoodlesOnParade@gmail.com

Terms and Agreement

Please take a moment to read the following Terms and Agreement for the Rancho Bernardo Poodles On Parade event.

I wish to participate in Rancho Bernardo Poodles On Parade event whether as a walker, a volunteer or otherwise. In consideration of my participation and as a condition thereof, I agree to the Terms and Agreement document (also referred to as Release).

This Release is made in favor of The Spirit Of The Fourth, Rancho Bernardo, the sponsor of the event, and each of their respective directors, officers, employees, representatives, and volunteers (such persons are collectively referred to as the "Released Parties"). My heirs, next of kin, distributees, guardians, devisees, conservators, executors, administrators, legal representatives, and assigns are collectively referred to as my "Survivors."

On behalf of myself and my Survivors, I acknowledge and agree as follows:

1. Acknowledgment of Risk; Voluntary Participation. I am aware and understand that participating in the event has inherent risks and that these risks cannot be eliminated, altered, or controlled regardless of the care used, the skill or experience possessed, or the precautions taken (in each case, if any) by me or anyone else, including the Released Parties. I am aware of the risks involved with the event. I am aware that the event may involve walking or running with a dog in close proximity to other persons walking or running with a dog. I understand that animals are unpredictable and potentially uncontrollable. Dogs, even those that are well trained and appear calm and docile, may bite, scratch, bark, growl, run or jump without warning and without apparent cause, and may cause harm to persons or property. Dogs may also carry diseases that may be potentially harmful or fatal to other dogs or humans. I am further aware that the event will take place outside where I will be exposed to uncontrollable elements, such as, for example, heat, humidity, cold, wind, and rain, and on potentially uneven surfaces where I may trip and fall. I understand that my participation in the event may result in strains, sprains, scrapes, bruises, fractures, dehydration, dog bites or attacks, concussions, illness and/or death and/or damage to my or others' belongings. I voluntarily elect, with knowledge of the risks involved, to participate in the event.

2. Assumption of Risk. I accept and assume any and all risks, damages, and hazards associated, directly or indirectly, with my participation in the event, whether known or unknown, including the possibility of physical or psychological injury, illness, disability, death, property damage or other physical or financial loss arising there from of any nature whatsoever, whether foreseen or unforeseen (all such risks, damages, and hazards, whether sustained by me, the Released Parties or others, are collectively referred to as the "Risks and Losses"), whether caused by the action, inaction or active or passive negligence of me, any of the Released Parties, or otherwise.

3. Liability Release. I release, forever discharge, and will hold harmless the Released Parties, and each of them, from any and all claims, actions, demands, rights, causes of action (specifically including those pursuant to California Civil Code Section 3342 concerning liability for dog bites), losses, liabilities, costs and expenses, including attorneys' fees (all such claims and liabilities are collectively referred to as the "Claims"), arising from or in connection with any of the Risks and Losses that may actually be sustained or suffered by me or by any other person (including any of my Survivors) as a direct or indirect consequence of my participation in the event, whether caused by the action, inaction or active or passive negligence of me, any of the Released Parties, or otherwise. I agree that neither I nor any of my Survivors will make a claim against, sue, attach the property of, or demand compensation or indemnity from any of the Released Parties in connection with any such Claims and hereby waive all such Claims.

4. Publicity Release. I hereby give my consent, to the extent permitted by law, to The Spirit of the Fourth, Rancho Bernardo and any sponsor of the event to use and publish (worldwide and via the Internet) my and/or my dog's likeness, portrait, image, picture, name, performance, recording and/or voice as photographed and/or recorded by it for marketing, awareness, fundraising or other purposes without notification, review or approval, and without additional consideration.

5. Consent for Emergency Medical Treatment. In the event of an emergency or non-emergency situation requiring medical or dental treatment, I hereby grant permission for any and all medical and dental care to be administered to me. This permission includes, but is not limited to, the administration of first aid, the use of an ambulance, and the administration of anesthesia and/or surgery upon the advice of and under the supervision of qualified medical or dental personnel. I

hereby release the Released Parties from any and all liability for medical or dental aid rendered, and I understand that I am responsible for all medical or dental expenses incurred for such aid.

6. Governing Law; Severability. This Release will be governed by and construed according to the laws of the State of California, without reference to principles of choice of law thereof. If any term or provision of this Release is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof will be stricken from this Release, and such provision will not affect the legality, enforceability, or validity of the remainder of this Release. If any provision or part thereof of this Release is stricken in accordance with the provisions of this paragraph, then the stricken provision will be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible. This Release will survive the completion of the Activity and will continue in full force and effect thereafter. I agree to this Release with the full knowledge that neither The Spirit of the Fourth, Rancho Bernardo nor any of the Released Parties assumes any responsibility for any Risks and Losses to me, my Survivors or to any third party as a result of my participation in the event, and that my participation in the event is conditioned upon my acceptance of the full and complete responsibility for any loss, damage, claim or liability resulting from my participation in the event. I have read this Release carefully and fully understand all its terms and provisions. I have knowingly and voluntarily agreed to this Release understanding the risks to me and have done so of my own free will, without relying on any statement or representation of any of the Released Parties. I understand that this is the entire agreement between me and the Released Parties with respect to the subject matter hereof and that this Release cannot be modified or changed in any way by oral statements by any of the Released Parties or by me. I understand that, in the event of any litigation against the Released Parties, this Release may be raised as a defense and bar to, and as a waiver and release of, legal rights that might otherwise be asserted by me or by my Survivors.

BY REGISTERING FOR THIS EVENT, I ACCEPT THE TERMS OF THE ABOVE RELEASE.