

**Family Flea Market**

**Waiver of Liability**

Individuals, small businesses, and organizations may register. You will receive your table assignment the morning of the event. Family Services of North Alabama reserves the right to cancel your registration if your items for sale do not meet our mission.

**VENDOR FEES AND REFUNDS**
Your vendor fee includes your vending space. Chairs are not included. We do not offer refunds once you have registered with our event. Vendors may sell gently used, vintage, and/or new items.

*PLEASE NOTE:* Family Services of North Alabama does not offer refunds for our events. In the event a festival is postponed or canceled due to an act of God or otherwise, registrations will be transferred to a new festival date. By registering for our event, you recognize and accept this as our policy.

**NOT ALLOWED. NO EXCEPTIONS**
Weapons, knives, swords etc., blatant pornography, tobacco products, alcoholic products, homophobic or racist items (this includes all lives matter merchandise and goods) or illegal substances within the Flea Market boundaries at any time. If you do register as a vendor and are rejected, we will cancel your registration and refund your money minus a 20% processing fee.

**COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION**

* I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the released parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the Boaz VFW Fairgrounds facilities, tools, equipment, or materials, whether caused by the negligence of the released parties or otherwise specifically related to COVID-19.
* By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it, and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in participating in FSNA’s Family Flea Market to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with Alabama law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole. This waiver remains in effect until the State of Alabama lifts all COVID-19 related mandates and it’s coverage will remain in perpetuity.

In registering for FSNA’s Family Flea Market, you agree to comply with all guidelines, rules, regulations, times, etc. You agree to allow FSNA to take and/or use photographs, video and/or recordings of your booth for promotional purposes in print or televised advertisements, brochures, postcards, fliers, website, and other marketing collateral. You agree not to hold FSNA and its partners, its staff, or its ownership responsible if you do not make a profit. You understand that FSNA reserves the right to reject any vendor registration if it feels items for sale do not meet the event’s primary mission. You certify that you have read or been given the opportunity to read and fully understand the FSNA vendor agreement.

By registering to be a vendor at FSNA’s Family Flea Market, you agree to all terms and conditions. Vendor agrees to the fullest extent permitted by law, to indemnify and hold harmless FSNA and its members, officers, directors, agents, employees, and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon intentional or negligent acts on the part of patrons, vendors, contractors and subcontractors which may arise out of or result from this event. This indemnity provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property. This indemnity provision shall apply whether the basis for claims, suit, demand, and/or action may be attributable in whole or in part to FSNA or to any of its members, officers, directors, agents, employees.

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Printed Name

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Signature

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Date