



## Appendix I: Waiver of Food Liability

### WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

#### FOOD OTHERWISE TRANSPORTED AND PREPARED BY OUTSIDE SOURCES:

In consideration of being permitted to bring in outside food for (Title of Performance) on \_\_\_\_\_ (date), \_\_\_\_\_ (entity name) "Permittee" assumes all risk of personal injury, illness or death arising out of or resulting from consumption of food items provided by "Permittee" and discharges The Vilar Performing Arts Center and their respective owners, directors, officers, partners, and employees, and agents (hereafter referred to collectively as the "Releasees") from any and all claims, liabilities, damages, losses, or other expenses of any nature whatsoever for any personal injury, illness, or death (collectively, "claims") arising out of or resulting from the consumption of the food items provided by the Permittee. This indemnity obligation shall also include reasonable attorneys' fees, investigation costs, and other costs and expenses incurred by Releasees with respect to any claims made against Releasees.

The Permittee agrees to indemnify and hold the Releasees harmless from any claims released above or incurred by the Releasees in defending against any claims or liabilities released above.

It is understood and agreed that this Waiver of Liability, Assumption of Risk and Indemnity Agreement shall not be construed as an admission of liability, and that any such admission is hereby expressly denied.

_____	_____	_____
PERMITTEE AUTHORIZED	PRINTED NAME	DATE
<u>REPRESENTATIVE SIGNATURE</u>		

_____	_____	_____
RECEIVED BY (venue representative)	PRINTED NAME	DATE