



KENTUCKY DEPARTMENT OF PARKS
WAIVER AND RELEASE OF LIABILITY OF CLAIMS

PARK NAME: Big Bone Lick State Historic Site

EVENT: SALT FESTIVAL 2019

DATE OF EVENT: October 18 – 20, 2019

I, _____, the undersigned, plan to participate in the **Salt Festival** at **Big Bone Lick State Historic Site** on **Date 10/18-20/2019**.

In case of an accident or injury during this activity, I hereby covenant, promise and agree for myself, my personal representatives, heirs, and next of kin that neither the Tourism, Arts and Heritage Cabinet, Kentucky Department of Parks (“DOP”), nor **Big Bone Lick State Historic Site** any of its agents, officers, employees, or assigns shall be held responsible or liable for any negligence, implied or otherwise, for personal injury or damages suffered or sustained by me in connection with, arising out of, or resulting from any and all activities associated with the abovementioned event. I understand any and all inherent and/or potential risks of participation in the aforementioned event and choose to participate at my own risk.

As a participant, I hereby give Kentucky State Parks permission to use my photograph in its publications, promotional material, or on its web site to promote parks. I release the Kentucky Department of parks, the photographer, employees, and the state from liability for any violation of any personal or proprietary right I may have in connection with such use.

WITNESSETH:

This Waiver and Event Agreement made and entered into this _____ day of _____, 20____, by and between **Big Bone Lick State Historic Site** (hereinafter “the Park”), by and through the Kentucky Department of Parks (hereinafter “DOP”), 500 Mero Street, Capital Tower Plaza, 10th Floor, Frankfort, Kentucky 40601, and _____ (Vendor Name) (hereinafter the “Vendor”).

NOW THEREFORE, the Parties, in consideration of the promises and the mutual promises of the others, hereby agree as follows:

GENERAL TERMS AND CONDITIONS

1. The Parties hereby agree that the Event is not subject to a “rain-out” and the set fee(s) for vendors shall be paid in full regardless of the weather during the Event, unless otherwise specifically stated in writing by Park Management.
2. The Parties hereby agree that DOP has the right to operate concessions, including but not limited to the sale of food, beverages, State Park merchandise and Commonwealth of Kentucky merchandise at the Event and shall retain all proceeds from such sales.

3. The Parties hereby agree that Vendor shall be responsible for all required set-up, staffing, maintenance, tear-down, clean-up, and any other required action for their personal booth or area and its immediate surroundings;
4. The Parties hereby agree that DOP reserves the right to use pictures and/or motion pictures of the Event for publicity purposes on Park promotional materials. DOP will not derive any revenue from this usage;
5. The Parties hereby agree that DOP reserves the right to approve any and all signage that may be posted on the Park premises;
6. The Parties hereby agree that DOP reserves the right to approve any noise distribution during the Event, including but not limited to the use of loud-speakers, bull horns, noise making devises, and radio broadcasts;
7. The Parties hereby agree that any use of a Commonwealth of Kentucky State Park logo, in whatever form, must be approved by Park and or Central Office Management. Please note, the Kentucky Department of Parks cannot endorse any non-governmental entity pursuant to Kentucky Revised Statutes Chapters 11A and 45A;
8. In the event food is being provided by the Vendor, the Food Vendor shall, at a minimum, agree to the following additional provisions, only applicable to the sale of food at a DOP event:
 - a.) Food Vendor agrees to make all necessary preparations and arrangements, to be responsible for all food preparation and handling, and carry out all of his/her own vendor sales for this Event;
 - b.) Food Vendor agrees to have all permits and licenses necessary to operate a food concession, as required by federal, state, and local authorities;
 - c.) Food Vendor agrees to pay all state sales tax applicable to this operation for the Event;
 - d.) Food Vendor agrees and promises to be responsible for the restoration and repair of any damage to the Park premises and for immediate removal of supplies and equipment at the conclusion of the Event, including the disposal of used cooking oil or any remaining food used during the Event; and
 - e.) Food Vendor agrees that no alcoholic beverages shall be permitted to be sold or present on or about the Park during the Event unless such sales are specifically agreed to in writing by Park Management. Please note the sale of alcoholic beverages may not be allowed in certain dry or moist locations. Please contact Park Management for further information.
9. The Vendor hereby agrees and accepts full responsibility for any tax forms or payments that may be required by the Commonwealth of Kentucky. For more information, please contact the Kentucky Department of Revenue.
10. The Parties hereby agree that this Event Agreement has been executed under and shall be governed in accordance with the laws of the Commonwealth of Kentucky. The parties hereto agree that any legal action which is brought on the basis of said agreement shall be filed with the Franklin County Circuit Court of the Commonwealth of Kentucky.

- 11. The Vendor hereby agrees to indemnify the Commonwealth of Kentucky, the Department of Parks, and/or its employees, agents, or assigns from any and all liability for compensatory and, to the extent permitted by applicable law, punitive damages or any related claims, suits, or expenses (including attorney fees), in connection with bodily injuries, including death, at any time resulting therefrom or in connection with any damages to or loss of property sustained by any person resulting from any negligent act or omission of the Vendor. Likewise, and notwithstanding any other provision of this Agreement, any and all liability claims against DOP shall be brought in accordance with KRS §44.070 *et seq.* No clause or part of this Agreement shall constitute, either directly or indirectly, a waiver of sovereign immunity granted under Kentucky Constitution, Section 231 and the United States Constitution, Eleventh Amendment.
- 12. The Vendor promises to obtain and have in force one hundred thousand (\$100,000.00) in liability insurance coverage during any and all on-site activities including and preparation for the Event, and continuous liability insurance coverage to the conclusion of the Event. Said liability insurance coverage shall have the Commonwealth of Kentucky, Tourism, Arts & Heritage Cabinet, Department of Parks as additional named insureds. The Vendor promises to provide a copy of said insurance liability policy to the Park Management prior to the Event. *Does not apply on this occasion.*

This contract is subject to the terms and conditions as stated. By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

IN WITNESS WHEREOF, for the mutual promises herein, the parties hereto have executed this Agreement as of the day and year indicated below.

UNDERSTOOD AND AGREED TO BY:

Vendor Name: _____ Date: _____
 Company Name:
 Address:
 Phone Number:
 Vendor's Email Address:

Amelia Hulth, Acting Park Manager: _____ Date: _____
 Big Bone Lick State Historic Site
 3380 Beaver Road
 Union, KY 41091
 (859) 384-3522

Complete and Return to: Sherry Hall, sherry.hall@ky.gov