

Seekonk Speedway Flea Market Vendor Application and Agreement

Vendor's Name _____ Vendor # _____

Business Name (if applicable) _____

Social Security Number or Federal ID (Mandatory) _____

Address _____

City _____ State _____ Zip Code _____

Phone # _____ Cell # _____ Location _____

Email _____

Description of Goods being sold _____

Vendor agrees NOT to leave trash behind. You must take everything with you when you leave.

Release and Waiver of Liability and Indemnity Agreement

IN CONSIDERATION of being permitted to participate in the Flea Market, the Vendor:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE OR BRING ANY CLAIM AGAINST THE BRISTOL COUNTY STADIUM, INC. d/b/a SEEKONK SPEEDWAY, THE SEEKONK SPEEDWAY FLEA MARKET, THE VENDITTI FAMILY LIMITED PARTNERSHIP, THEIR PARENTS, SUBSIDIARIES, WHOLESALERS, AFFILIATED CORPORATIONS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES ("RELEASEES") FOR ANY AND ALL CLAIMS, LIABILITY OR LOSS OR DAMAGE ON ACCOUNT OF PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OF THE VENDOR OR ANY ANOTHER INDIVIDUAL OR THIRD PARTY, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR NOT, WHILE THE VENDOR IS ON THE PREMISES OWNED OR OPERATED BY THE RELEASEES.
2. HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES AND THEIR INSURANCE CARRIERS AND EACH OF THEM FROM ANY CLAIMS, LAWSUITS, LOSSES, LIABILITY, DAMAGE OR COSTS, INCLUDING ATTORNEYS' FEES, ASSERTED AGAINST THEM, WHETHER OR NOT THE DAMAGE OR LOSS IS A RESULT OF ANY NEGLIGENCE OR FAULT OF THE RELEASEES, THAT MAY INCUR DUE TO THE PRESENCE OF THE VENDOR ON THE PREMISES OWNED OR OPERATED BY THE RELEASEES. I FURTHER AGREE TO PAY ALL COSTS AND ATTORNEYS' FEES INCURRED IN INVESTIGATING AND DEFENDING A CLAIM OR LAWSUIT.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE WHETHER CAUSED BY OR DUE TO THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE WHILE ON THE PREMISES OWNED OR OPERATED BY THE RELEASEES.

The Undersigned Expressly Agrees that the Foregoing Release, Waiver And Indemnity Agreement is Intended to be as Broad and Inclusive as is Permitted by the Law of the State in Which the Flea Market is Conducted and that if Any Portion Thereof is Held Invalid, it is Agreed that the Balance Shall, Notwithstanding, Continue in Full Legal Force and Effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT. THE UNDERSIGNED ACKNOWLEDGES THAT THEIR SIGNATURE IS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

PRINT NAME HERE

SIGN NAME HERE

DATE