

RELEASE AND WAIVER

This Release and Waiver is entered on the date set forth below for the mutual benefit of the City of Clayton, Missouri (“**City**”) and

_____ (“**Vendor**”), the owner of mobile food vending equipment (“**Food Truck**”) seeking to participate in a civic event (“**Event**”) sponsored or authorized by the City.

WHEREAS, Vendor has applied to participate in the Event and City is agreeable for Vendor to participate subject to the terms and conditions specified in the relevant Event application and participation documents and subject to the terms and conditions specified herein; and

WHEREAS, in order to protect public safety and to assure the Event offers vendors and attendees a safe and successful environment, City has arranged for a common supplier to provide electrical service to the Event venue and vendor sites associated with the Event at no cost to Vendor; and

WHEREAS, Vendor wishes to participate in the Event and take advantage of the free electrical service while participating in the Event;

NOW, THEREFORE, for and in consideration of the City giving Vendor an opportunity to participate in the Event and providing access to electric power during the Event, the adequacy of which consideration is hereby acknowledged, Vendor hereby agrees as follows:

1. Vendor will connect to the electrical power supply system provided for the Event in lieu of using any generator or other electrical power source in association with operation of Vendor’s Food Truck during the Event.
2. Vendor acknowledges and agrees that the use of power supplied for the Event involves certain risks, including but not limited to electrical issues, power surges, short circuit events, equipment malfunction, and potential damage to Vendor’s property.
3. Vendor understands and acknowledges that it is solely responsible for the proper operation and maintenance of its equipment and assumes all risk related to the use of power supplied for the Event.
4. **VENDOR, ON BEHALF OF ITSELF, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES, HEREBY RELEASES, DISCHARGES, COVENANTS NOT TO SUE, AND WAIVES ANY RIGHT TO PURSUE ANY CLAIMS OR SEEK ANY DAMAGES OR COMPENSATION OF ANY KIND AGAINST THE CITY OF CLAYTON AND ALL EMPLOYEES AND AGENTS OF THE CITY OF CLAYTON FOR ANY AND ALL CLAIMS OF ANY NATURE WHATSOEVER ARISING OUT OF VENDOR’S PARTICIPATION IN THE EVENT OR USE OF THE ELECTRIC POWER SUPPLIED FOR THE EVENT, INCLUDING CLAIMS ARISING FROM NEGLIGENCE OR FAULT ON THE PART OF THE CITY OR ITS AGENTS OR EMPLOYEES.**

Vendor’s Authorized Representative: _____

Date: _____

Trade Name of Vendor’s Mobile Food Vending Equipment _____