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

REPRESENTATIVE SIGNATURE

_________________________________    ____________________________  _________________
RECEIVED BY (venue representative)    PRINTED NAME       DATE