



UKRAINIAN AMERICAN SPORT CENTER

Lower State and County Line Roads

Horsham, PA. 19044

www.tryzub.org

**Subject: Ukrainian Folk Festival 2023 in Celebration of Ukraine's Independence Day
at the Ukrainian American Sport Center – TRYZUB (“UASC TRYZUB”)**

TO: Potential Vendors, Sponsors, Presenters, Exhibitors, Community and Charitable Organizations and other Vendor Area Occupants (hereinafter individually “Vendor” and collectively “Vendors”)

The Ukrainian American Sport Center will once again be holding the Ukrainian Folk Festival - Ukrainian Independence Day Celebration - at its Horsham facility on **Sunday, August 27, 2023. The cost for each 12-foot-wide slot will be \$150.** Please let us know that you are interested in taking part by filling out the application below. The application may be faxed, emailed or mailed to Bohdan Pazuniak, see below.

Bohdan Pazuniak, 216 Wyncote Road, Jenkintown, PA 19046

Voice: (609) 876-8372 Fax: (215) 885-1942 bpazuniak@gmail.com

Name of Vendor/Organization/Institution: _____

Contact Name: _____

Address: _____

Telephone: _____ Email Address: _____

Names of all persons and personnel that will be managing, staffing, supervising, occupying or working your vendor position: _____
_____ (attach additional pg., if needed).

Special Requirements (may include an additional fee): _____

ATTENTION: To Vendors and their Personnel that will be managing, staffing, supervising, occupying or working a vendor position (the latter persons hereinafter “Vendor’s Personnel” or “Personnel”)

1. Health and Safety Policy. The vendor page of the website contains a HEALTH AND SAFETY POLICY FOR VENDORS. Vendor and their Personnel promise and agree to comply fully and completely with this policy. This policy may be (and likely will be) updated from time-to-time; return to the website periodically for updates and additional information (Note: Call or email if you desire a written paper copy of the Vendor Health and Safety Policy). Make sure ultimately to comply with the version that is in place at the time of the festival.

2. COVID 19 RESERVATION OF RIGHTS. UASC Tryzub reserves the right and authority, at any time and from time-to-time, to take any and all measures and precautions relative to some or all Vendors (even if a given Vendor is registered fully in advance and has paid the fee, or otherwise has obtained vendor area space) that UASC Tryzub, in its sole and unfettered discretion, deems to be reasonable, necessary or appropriate to safeguarding public health and safety and the health and safety of festival attendees, participants, performers and volunteers. These rights and authorities shall include, without limitation, UASC Tryzub's right and authority, in its full and unfettered discretion, for reasons of health and safety measures taken pursuant to the above rights and authorities, or otherwise “at will”, to terminate its relationship with any given Vendor(s).

Should UASC Tryzub, pursuant to its above authority, terminate its relationship with a Vendor, that relationship, and any and all agreements, contracts or understandings, by and between the parties, upon notice of the termination, shall be null and void and there shall be no liability between the parties, one to the other, beyond UASC Tryzub's obligation to refund any fee that the Vendor might have paid.

Should any given Vendor object to any measure or precaution that UASC Tryzub might take pursuant to its rights and authorities under this section 2., that Vendor shall have the right to declare this vendor agreement null and void, in which case there shall be no liability between the parties, one to the other, beyond UASC Tryzub's obligation to refund any fee that the Vendor might have paid.

3. COMMUNICABLE DISEASE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. In consideration of being allowed to attend, to participate in and or otherwise to engage in activities at UASC Tryzub's Annual Ukrainian Independence Day Festival, as a vendor, as a Vendor's Personnel and/or in any other manner or way, I the undersigned, acknowledge, appreciate, and agree that:

A. I am aware that there are risks to me of exposure to (directly or indirectly arising out of, contributed to, by, or resulting from) an outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof.

B. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS UKRAINIAN AMERICAN SPORT CENTER – TRYZUB AND THE PHILADELPHIA UKRAINIAN NATIONALS**, their directors, officers, officials, agents, consultants, volunteers, event organizers, workers, staff and/or employees (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **ILLNESS, INJURY, DISABILITY OR DEATH** I may suffer, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

4. WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, In consideration of being allowed to attend, to participate in and otherwise to engage in activities at Ukrainian American Sport Center-Tryzub's ("Tryzub")** Annual Ukrainian Independence Day Festival ("Festival") as a Vendor **, as a Vendor's Personnel ** or in any other manner or way I , the undersigned *, acknowledge, appreciate, and agree as follows:

I understand, am aware and agree that all of the activities associated with being a Vendor or Vendor's Personnel, or otherwise attending or participating in a festival, in general, and at Tryzub's Ukrainian Independence Folk Festival ("Festival"), in particular (hereinafter all collectively referred to as "Vendor Activities" ***), are risky, hazardous and dangerous activities. I understand that all of the said Vendor Activities involve a risk of injury, death, loss and damage to me, to my person, to my body, to my property, and otherwise. I also understand, am aware and agree that this release extends and applies to, and also covers and includes (as well and fully as those now disclosed or otherwise known to exist) all unknown, unforeseen, unanticipated and unsuspected (a) risks, hazards and dangers, (b) injuries, deaths, losses, damages, and liabilities, and (c) the direct and indirect consequences thereof. Nevertheless, I am voluntarily participating in the said Vendor Activities with full knowledge and appreciation of the risks, hazards and dangers involved. Accordingly, for and in consideration of my eligibility to engage in the said Vendor Activities at the Festival, I hereby agree as follows:

1. I expressly assume and accept any and all risks of injury, death, loss and damage to me, to my person, to my body, to my property, and otherwise, which I may sustain or incur as a result of engaging in Vendor Activities at, or otherwise participating in, and engaging in activities at, the festival.

2. To the fullest extent permitted by law, I hereby do release, remise and forever discharge Tryzub ** and the Philadelphia Ukrainian Nationals a/k/a Ukrainian Nationals (“Nats”) ** of and from any and all responsibility, Claims and Liabilities (including, without limitation of the generality of the foregoing, any and all, and all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts or agreements, judgments, orders, claims and demands whatsoever in law or equity whether direct or indirect or for contribution and/or indemnity) for injuries, death, loss or damages, to my person, to my body, to my property or otherwise, which I may sustain or incur as a result of engaging in Vendor Activities at the festival or otherwise participating in or engaging in activities at the Festival. I agree to and do hereby remise release and forever discharge Tryzub and the Nats from any such responsibility, claims or liability whether or not said injuries, death losses or damages are caused or contributed to by or otherwise result from any negligence (active or passive), strict products liability (active or passive), or other tortious or unlawful conduct (active or passive) on the part of Tryzub and/or the Nats, or any of them, or is otherwise caused.

3. To the fullest extent permitted by law, I do hereby also release, remise and forever discharge any person, individual, institution, organization or other entity (hereinafter collectively referred to as “Additional Released Parties”)** that could or might assert a claim for contribution or indemnity against Tryzub and/or the Nats for any claim, lawsuit or action I might - but for this Waiver and Release of Liability, Assumption of the Risk and Indemnity and Hold Harmless Agreement bring - as a result of any injury, death, loss or other damage to which this said Agreement applies.

5. VENDOR’S INDEMNITY AND HOLD HARMLESS AGREEMENT. To the fullest extent permitted by law, VENDOR shall defend, indemnify and hold harmless Tryzub and the Nats, jointly and severally, from and against any and all CLAIMS AND LIABILITIES ****, which, in whole or in part, are (or are alleged to or to be) caused or contributed to by, result from, arise from or occur as a result of Vendor Activities at the Festival ***, regardless of whether caused or contributed to (or alleged to be caused or contributed to), in whole or in part, by negligence (active or passive), strict products liability (active or passive) or other tortious or unlawful conduct (active or passive) on the part of Tryzub and/or of the Nats. This obligation to defend, indemnify and hold harmless excludes only CLAIMS AND LIABILITIES caused by the sole gross negligence or recklessness of Tryzub or the Nats.

I HAVE READ THE ABOVE, INCLUDING, WITHOUT LIMITATION, (1) THE COMMUNICABLE DISEASE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT; AND (2) THE WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT; I FULLY UNDERSTAND THEIR TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THEM. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. Vendor is also aware that Vendor is agreeing to defend and to indemnify Tryzub and the Nats, and to hold each of them harmless from and against any and all CLAIMS AND LIABILITIES, as more fully stated above. I sign it of my own free will.

Vendor’s/Personnel’s PRINTED NAME : _____ Age : _____

X _____ Date : _____

Vendor’s/Personnel’s Signature

Vendor’s/Personnel’s PRINTED NAME : _____ Age : _____

X _____ Date : _____

Vendor’s/Personnel’s PRINTED NAME : _____ Age : _____

X _____

Date : _____

Vendor's/Personnel's PRINTED NAME : _____ Age : _____

X _____

Date : _____

Footnotes

* The terms "I", Tryzub, Nats, Additional Released Parties and Vendor and Vendor's Personnel shall include them and their respective parents, subsidiaries, affiliates, members, clubs, institutions, teams, instructors, coaches, trainers, teachers, managers, partners, officers, executives, directors, boards, joint venturers, shareholders, principals, agents, representatives, servants, employees, personnel, workers, "personnel-workers" (of the Vendor), consultants, contractors, volunteers, advisors, dancers, singers, musicians, artists, support staff, festival participants and festival performers, sponsors and co-sponsors, promoters and co-promoters, committees, licensors, licensees, agents, assistants, insurers, consultants, insurers, advisors, attorneys and counsel, assistants, heirs, executors, administrators, predecessors, successors, assigns, subcontractors, subsidiaries, and anyone acting for or on their behalf.

** The term Vendor Activities shall include, without limitation on its generality, the following: ingress onto, traversing, walking upon, egress from, using and driving a motor vehicle upon or otherwise negotiating the exterior portions of Tryzub's property, in general, and, without limitation, its lands, festival grove, parks, roadways, fields, walkways, paths, parks, fields, open fields, wooded areas, bridges, creek edges, and open spaces; the use of, traversing, walking upon, or otherwise negotiating Tryzub's equipment, floors, halls, balconies, stairs, clubhouses, buildings, pub, structures, fixtures, appurtenances, improvements, pavilions, additions, festival stations, furniture, furnishings, methods of ingress and egress, walkways and surfaces; transporting and carrying vendor goods and wares to a vendor position; setting up, preparing and securing a vendor position in all respects; staffing, operating, managing, exhibiting at and working and selling from a vendor position; using (Tryzub's, Vendor's own or another's) furniture, furnishings, utilities (including, without limitation, electricity), fixtures, facilities appurtenances and other items (regardless of who supplied same) at the vendor position and otherwise; interacting with Tryzub, the Nats, customers, the general public, festival-goers, volunteers, Tryzub staff, Tryzub's hired or other security personnel, other vendors and all manner of other individuals, persons and organizations; entering and exiting, using, walking through, resting in, engaging in activities in or upon, using or otherwise being present in or upon for any reason or purpose, Tryzub's buildings, pavilions, facilities, premises and other improvements to real estate (interior and exterior); participating in the Festival as a vendor or as a festival-goer; having vendor goods, wares, equipment, tools, stock, product, all other manner of items, for sale or otherwise, located at the vendor positions exposed to the public; encountering all manner of tripping, fall and physical impact (including, without limitation, impact with other persons) hazards throughout Tryzub's property; selling or bartering souvenirs, arts, crafts, goods, wares, services or other items or matter as a Vendor; and any and all other actions, activities, acts and omissions that a Vendor or Vendor Personnel might undertake at the festival.

*** The term **CLAIMS AND LIABILITIES** in this Agreement shall mean. Without limitation of its generality, the following: any and all claims, liabilities(including, without limitation, tort liabilities), demands, losses, damages (including, without limitation, property damage), injuries (including, without limitation death, personal injury and/or bodily injury), lawsuits, causes of action, actions at law or suits in equity, penalties, judgments and orders, liens, encumbrances, awards, debts, obligations, responsibilities, settlements, fines, costs, fees and expenses, together with, without limitation, reasonable counsel/attorneys' fees, costs and litigation costs and expenses. Without imitating of the generality of the foregoing, the term CLAIMS AND LIABILITIES shall include CLAIMS AND LIABILITIES for loss, damage (including, without limitation property damage) or injury (including, without limitation, personal injury, bodily injury and/or death): (1) to any "participants", to any of Vendor's personnel-workers, managers, support staff or to any other person entering Tryzub's and the Nats' premises in connection with Vendor's Activities at the Festival; (2) to Tryzub or the Nats', (3) to any third persons, organizations or parties; and (4) to any other persons, individuals, organizations, entities or parties. The term shall also include any and all other claims and liabilities of whatsoever nature.