

**POTTSTOWN GOFOURTH!, INC.**  
**WAIVER AND RELEASE FROM LIABILITY**

I, \_\_\_\_\_, hereby release Pottstown GoFourth!, Inc., presenters of the Pottstown GoFourth! Festival, their Directors and Assigns from any liability and agree to indemnify Pottstown GoFourth!, Inc. from any claim for loss, damage or injury, personal financial or otherwise, sustained by me at or in connections with the Pottstown GoFourth! Festival. I agree to waive and release all such claims against Pottstown GoFourth!, Inc., and agree not to sue Pottstown GoFourth!, Inc., its affiliates, directors, agents, employees and volunteers for any financial loss, personal injuries or property damage sustained by me and/or my business arising in whole or in part from of any alleged negligence, or intentional or otherwise wrongful conduct as a result of my participation in the Pottstown GoFourth! Festival.

Pottstown GoFourth!, Inc. assumes no responsibility for the theft of or damage to merchandise, equipment, personal property or personal injury from any cause. It is hereby agreed that the vendor/exhibitor releases Pottstown GoFourth!, Inc., its directors and assigns, and the Borough of Pottstown from any liability and agrees to indemnify Pottstown GoFourth!, Inc. and the Borough of Pottstown from any claim for loss, damage or injury. Pottstown GoFourth!, Inc. reserves the right to accept or reject any application at its complete discretion. I also understand and agree that the event will take place regardless of weather conditions and that all fees are non-refundable as set forth in the conditions listed above. This is a rain or shine outdoor event. No rain dates.

Also, I give and grant to Pottstown GoFourth!, Inc. the right to use and publish my name or business name, picture, portrait, likeness, live or recorded performance, or photograph, as embodied in materials associated with Festival marketing, advertising, sales or promotional efforts in all forms of media.

**I HAVE READ THE ABOVE WAIVER AND RELEASE, I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY.**

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Organization or Company Name

\_\_\_\_\_  
Printed Name