



FOOD TRUCK WAIVER OF LIABILITY

This Is a legally-binding unconditional and full General Release of Liability, Waiver and Discharge made by me, _____ (hereinafter referred to as the Operator) to the Village of Smithville (hereinafter referred to as the Village).

In consideration of operating with The Village of Smithville, the Operator hereby agrees to release, relinquish, and waive any and all claims that they may have or may acquire, against the Village arising out of or pertaining in any way to operation of my business in conjunction therewith.

Further, the Operator accepts all risk related to its sales and this Agreement, and they agree to indemnify, defend, and hold harmless the Village and the Village's elected officials, employees, agents and the like relative to any claim for loss, damage, or personal injury related to, or arising from, the Operator's activities as provided herein. The Operator does hereby fully release and discharge the Village and the Village's elected officials, employees, agents and the like from any and all claims from injuries, including death, damage, or loss, which may arise to said Food Truck, or operation of the business in connection therewith.

The Operator understands that this Agreement is intended to, and shall bar and prohibit any and all causes of action, claims, demand or litigation that they, or any other party, might assert against the Village relating to the permit, and does so knowingly and willingly. The Operator believes that this agreement is a reasonable term and condition, and voluntarily agrees to it.

The Operator agrees to provide liability insurance meeting the minimum amount required from insurance companies authorized to do business in the State of Ohio. The Operator further agrees that the insurance required shall be maintained in full force and effect during the term of operation within the Village.

The Operator understands and has signed and filed with the Village the Food Truck Application with attached Requirements and Standards prior to operating within the Village. The Operator hereby agrees to conform with all Requirements and Standards for Food Trucks at all times within the Village.

I have read this agreement carefully, understand all of the terms and conditions of this Agreement, I am satisfied with all the terms and conditions, and sign voluntarily and without any reservations.

Applicant's Signature

Date