

CARDINAL CASH FAIR RELEASE AGREEMENT

WHEREAS, the COLLEGE AUXILIARY SERVICES of the STATE UNIVERSITY OF NEW YORK COLLEGE AT PLATTSBURGH (CAS and/or the University and/or Chartwells Dining Services) and _____(Merchant) are in agreement that Merchant will attend and display wares (which may include food samples) in the Angell College Center Warren Ballrooms (Premises) at the Cardinal Cash Fair (Event).

MERCHANT AGREES AS FOLLOWS:

1. Merchant hereby waives and releases any rights, actions, or claims against CAS and/or the University, their subsidiaries and affiliates for any liabilities and damages, including bodily injuries and death, arising out of or in connection with Merchant's use of Premises for the Event, including any liabilities or claims for food-borne illness.

2. Merchant shall indemnify, defend and hold harmless CAS and/or the University and/or Chartwells Dining Services, their affiliates, officers, employees and agents, and their respective successors and assigns, from and against all losses, costs, liabilities, damages, claims and expenses, of every kind and description, including reasonable attorneys' fees, arising out of, or related to the Event.

3. Merchant shall return the Premises to an orderly condition (i.e. removal of Merchant equipment, handouts, etc.) after the Event.

This Release Agreement shall inure to the benefit of and shall be binding upon the heirs, Executors and administrators of Merchant.

In witness whereof, Merchant's authorized representative has signed and acknowledged this Release Agreement as of the date listed below.

Merchant

Signature: _____

Name (printed): _____

Title: _____

Signature Date: _____

This form must be submitted in order to participate in the Cardinal Cash Fair.
Please submit this release no later than 14 days prior to the fair.