



The Texas Mushroom Festival Grape Stomp Official 2016 Grape Stomp Application

Team Name: _____

Mailing Address: _____

City, State, Zip: _____

Home Phone: _____ Business Phone: _____

Email: _____

	Name	Phone	Address	T-Shirt Size
Team Members: 1.	_____			
2.	_____			

Cost: \$20 per team (2 per team) This includes a special participant Grape Stomp T-shirt

These team spots are filling up quickly. So reserve your team's spot, by mailing your team application and payment to the Texas Mushroom Festival Grape Stomp at PO Box 695, Madisonville, Texas, 77864. For questions, contact Randi Pipes at (936) 348-4711, or stomp@texasmushroomfestival.com

The grape stomp will occur in 4 heats between 12:00pm and 4:30pm, with a champion named from the Grand Champion Stomp Off of heat winners. Awards will be announced at 5:00pm at the Grape Stomp on Elm Street.

All photos taken by the Texas Mushroom Festival, the City of Madisonville, its agents, officers, employees, contractors or volunteers of your team and/or equipment become the property of the Festival and the City of Madisonville. **Contestant agrees to indemnify and hold Festival, Madison County, and the City of Madisonville, their officers, agents, employees, contractors and volunteers harmless from any and all claims, demands, lawsuits and causes of action asserted, filed or made against Festival and the City of Madisonville, including with out limitation, all cost, liabilities, judgments, expenses, damages and attorneys' fees, arising out of or in connection with (1) any structure erected by contestant, (2) any apparatus, equipment, or personal property used by contestant, (3) any act or omission to act of contestant, its agents, invitees, participants, representatives, employees, servants, and agents, and (4) any claims made on account or resulting from contestant's participation in the contest.**

I agree to abide by all Rules and Regulations of the Grape Stomp and the Texas Mushroom Festival.

Team Captain _____ Phone No. () _____ - _____
(Signature required)

Waiver of Liability and Hold Harmless Agreement
Grape Stomp Contestants for the Mushroom Festival

1. In consideration for being selected to serve as a Contestant in the Grape Stomp for the Texas Mushroom Festival on October 22, 2016, (the "Activity"), I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Texas Mushroom Festival, City of Madisonville, Texas, their officers, servants, agents, or employees, (hereinafter referred to as FESTIVAL) from or related to any and all liability, claims, demands, actions, and causes whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me or to any property belonging to me, or otherwise, while participating in such Activity, or while in, on or upon the premises where the Activity is being conducted.

2. I am fully aware of the risks and hazards connected with the Activity, and I hereby elect to voluntarily participate in said Activity, and to engage in such Activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, which may be sustained by me, as a result of being engaged in such Activity.

3. **INDEMNIFICATION. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the FESTIVAL from any loss, liability, damage or costs, including court cost and attorney's fees, that the FESTIVAL may incur due to my participation in said Activity.**

4. It is my express intent that this Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased or incapacitated, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the FESTIVAL. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by the same.

IN WITNESS WHEREOF, I have hereunto set my hand on this ____ day of _____, 2016.

SIGNATURE: _____

WITNESS: _____

Name of Minor Child: _____

Parent or Guardian: _____

Signature of Parent or Guardian: _____