



3rd Annual Texas Reds Steak & Grape Festival
June 20, 2009
Official Grape Stomp Application

Team Name: _____

Mailing Address: _____

City, State, Zip: _____

Home Phone: _____ Business Phone: _____

Email: _____

	Name	Phone	Address
Team Members: 1.	_____	_____	_____
2.	_____	_____	_____

Cost: \$5 per person. **Please submit payment to the Grape Stomp on June 20th^t located in front of the Carnegie Library on Main Street.**

The grape stomp will occur in 6 heats between 12:00pm and 6:00pm, with a champion from each heat competing in the Grand Champion Stomp Off at 6:30pm. Awards will be announced at 7:00pm.

All photos taken by the City of Bryan, d/b/a, Texas Reds Steak and Grape Festival (the Festival) its agents, officers, employees, contractors or volunteers of your team and/or equipment become the property of the Festival and the City of Bryan. **Contestant agrees to indemnify and hold Festival and the City of Bryan, 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 Bryan, 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 Steak Cook-off and Texas Reds Steak & Grape Festival.

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

Waiver of Liability and Hold Harmless Agreement

Grape Stomp Contestants for Texas Reds Steak and Grape Festival

1. In consideration for being selected to serve as a Contestant in the Grape Stomp for the City of Bryan for the Texas Reds Steak and Grape Festival on June 20th, 2009, (the "Activity"), I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the City of Bryan, Texas, their officers, servants, agents, or employees, (hereinafter referred to as CITY) 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, that 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 CITY from any loss, liability, damage or costs, including court cost and attorney's fees that the CITY 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 CITY. 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 _____, 2009.

SIGNATURE: _____

WITNESS: _____

Name of Minor Child: _____

Parent or Guardian: _____

Signature of Parent or Guardian: _____