

THIS HOLD HARMLESS AND RELEASE AGREEMENT (this "Agreement") is made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date"), by \_\_\_\_\_ ("Vendor") in favor of the Thomas Media Group, (the "Black Pages") and Black Pages International, a South Carolina non-profit organization, and the "Taste" of \_\_\_\_\_.

WHEREAS, Vendor intends to participate in one or more events at The Columbia Black Expo Event (the "Event"), which will include the preparation and provision of items of food and/or drink at the \_\_\_\_\_ (the "Event") without the assistance of Thomas Media Group and it's Brands;

NOW THEREFORE, the Vendor's participation in the Event, and the promises, covenants, as follows:

1. To the fullest extent permitted under applicable law, Vendor does hereby covenant and agree, without limitation, to indemnify, release and hold GMC and Duvall, their members, officers, directors and representatives harmless, of, from and against any and all claims, actions, damages, injuries, losses, liabilities and expenses (including penalties, taxes, attorneys' fees and other professional fees), judgments, settlement payments, and fines of any nature whatsoever, whether actual or alleged, resulting from, or arising out of, or in any way connected with the Vendor's participation and activities at or related to the Festival, including, but not limited to, those resulting from or arising out of the Vendor's preparation and provision of items of food and/or drink at the Gail Iard Center in connection with the Event. Vendor's obligations pursuant to this section shall survive indefinitely.
2. Vendor understands and acknowledges that Duvall and GMC have no responsibility for the quality, preparation or storage of any food or beverages to be sampled or dispensed by Vendor in conjunction with the Event. Vendor must comply with all laws, rules and regulations applicable to the purchase, storage, preparation and dispensing of the food and beverage products in conjunction with the Ev ent.
3. This Agreement is governed by and shall be construed in accordance with the laws of the State of South Carolina, without regard to its choice of law provisions. The undersigned Vendor has executed this Agreement as of the Effective Date.

VENDOR NAME: \_\_\_\_\_ By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Its: \_\_\_\_\_

Acceptance constitutes Notice that Thomas Media Group (Black Pages, Black Expo, Black Pages International) and all company Brands here by gives Notice of Disclaimer of Liability Acceptance is an Express Waiver of Liability for personal or property injury, damage or loss.