



# First Annual Johnson City

# Window Wonderland

Is brought to you by:  
Johnson City Partners and  
My Town A Great Place To Live magazine

The Johnson City Partners and My Town A Great Place to Live magazine have crafted an event to increase foot traffic to local downtown stores while also beautifying the area.

This event is the Johnson City Window Wonderland Window Painting Event. This is your chance to show what you have to offer this area. And to make it happen we need you to sign this waiver and release.

By signing the waiver and release you are also acknowledging and agreeing to the fact that your business will be told of the time and date of the event and agree to allow children to paint/hang art in your window, that your business will stay open on this day during event hours to ensure visitors have the opportunity to visit your location, and that you will have some type of candy or other theme related items to pass out to any children going into your store that is involved in the event.

Finally your business is acknowledging that you are the first line of liability and that the person signing the form is the person at the location in charge of making such decisions.

**Please Email the forms to:**

[LOK@mytownagreatplacetolive.com](mailto:LOK@mytownagreatplacetolive.com)

**Or you can mail them to:**

My Town A Great Place to Live  
115 Henry Street • POB 668  
Binghamton, NY 13902

# WAIVER AND RELEASE 2018

## for Window Wonderland Johnson City window painting event

In consideration for being able to participate in 2018 Johnson City Window Theme Window Painting coordinated, sponsored or affiliated with the Johnson City Partners and My Town A Great Place to Live its employees, agents, sponsors, organizers and event holders (collectively the "sponsors"), the Business and/or property owner being duly able to sign and be responsible for making the decisions on property and injury for the address at which they work/own agrees to the following terms and conditions ("Agreement"):

1. **Acknowledgment and Assumption of Risk.** Business and/or owner acknowledges 2018 Johnson City Window Theme Window Painting may pose a risk of serious injury, and property loss and Business and/or property owner freely assumes the risk of any and all injuries that Business and/or property owner may sustain. Business and/or property owner hereby acknowledges, recognizes and assumes all of the risks of participating in this event. Business and/or property owner realizes that injury, death or property loss may arise from negligence or carelessness on the part of the Johnson City Partners and My Town from or related to dangerous or defective equipment, property owned, maintained or controlled by the Village or private party because of any other actions, inactions, carelessness, recklessness or negligence on the part of the Village or other Business and/or property owners. Business and/or property owner understands that My Town A Great Place to Live magazine does not carry insurance to cover all or some of Business and/or property owner potential damage or injury and Business and/or property owner understands that he or she will need to have his or her own insurance coverage in case of any injuries.
2. **Release of Liability and Indemnification.** Business and/or property owner hereby waives, releases, and discharges, on behalf of Business and/or property owner and Business and/or property owner's executors, administrators, heirs, next of kin, successors, and assigns, the Johnson City Partners and My Town a Great Place to Live, its council members, employees, instructors, volunteers, agents, event holders, event promoters, event sponsors, event volunteers, event permit grantors, event property owners, and event Business and/or property owners (collectively "the Releasees"), from any and all liability for Business and/or property owner's death, disability, personal injury, property damage, property theft, lost income, or any other losses, costs, or actions of any kind whatsoever, which hereafter may directly or indirectly accrue to Business and/or property owner by virtue of Business and/or property owner's participation in the Programs, Business and/or property owner's volunteering for the Programs, or Business and/or property owner's travel to or from any activity or event at or related to the Programs, due to the negligence, carelessness, or recklessness of the Releasees or due to any dangerous or defective equipment or property that is owned or that is negligently, carelessly, or recklessly maintained, operated or controlled by the Releasees. Business and/or property owner hereby agrees to indemnify and hold the Releasees harmless from and against any and all liability, loss, damage or injury as well as all costs and expenses (including attorneys' fees and costs of any suit related thereto), suffered or incurred by Releasees, to the extent arising from any of Business and/or property owner's actions whatsoever whether now or in the future, including but not limited to negligent, intentional or reckless misconduct, acts or omissions.
3. **Use of Likeness.** Business and/or property owner understands that Business and/or property owner may be photographed at events and/or related activities held at or related to the Programs. Business and/or property owner agrees to allow the event holders, producers, sponsors, organizers, and their assigns, without charge, to use Business and/or property owner's photo, video, or film likeness for any purpose.
4. **Agreement to Be Bound.** Business and/or property owner certifies that Business and/or property owner has read and understands the terms of this Agreement, and Business and/or property owner acknowledges that this Agreement will be relied upon by the Johnson City Partners and My Town a Great Place to Live, its employees, volunteers, agents, event holders, sponsors, and organizers of such activities and events in which Business and/or property owner participates, and that this Agreement will govern all of Business and/or property owner's participation, volunteering and all other actions and responsibilities at each such activity or event.
5. **Waiver and Severability.** If any part of this Agreement, for any reason, is declared invalid or void, such declaration shall not affect the remaining portions of the Agreement which shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated. If Johnson City Partners decides not to enforce a provision of this Agreement, such decision in favor of non-enforcement shall not constitute a complete and full waiver of the right of the Johnson City Partners in the future to enforce that provision of the Agreement.
6. **Governing Law.** Except to the extent that this Agreement may be governed by any federal law, including federal bankruptcy law, this Agreement shall be governed by, construed and interpreted under, and enforced exclusively in accordance with the laws of the state of New York, and the courts in the state of New York shall have jurisdiction with respect to any dispute arising hereunder.
7. **Term and Scope of Agreement.** This Agreement shall apply to all Programs involving Business and/or property owner for the entire calendar year of the execution date set forth below. This Agreement shall be construed broadly to provide a release and wavier to maximum extent permissible under applicable law.
8. **Modification or Amendment.** No change, amendment or modification of this Agreement shall be made unless agreed to in writing by Johnson City Partners

Business and/or property owner's Name (print): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (home) \_\_\_\_\_ Phone (cell/work) \_\_\_\_\_ Email Address: \_\_\_\_\_