



**2011 Foothills Fall Festival
October 7 – 9, 2011
Adventure Land
Activity Rules and Regulations**

Dear Prospective Participant,

Thank you for your interest in the Foothills Fall Festival Adventure Land. We are looking forward to a great year of new and exciting elements. We hope that you will be part of our celebration.

Information on our event is included in the following. This is the application process for providing an activity in Adventure Land. Completing this application does not guarantee acceptance. If you have additional questions, please do not hesitate to contact us.

We look forward to receiving your application and hope that you will be able to join us for this award winning event. If you have any questions, please do not hesitate to call us at the number listed on the application.

Sincerely,

Patti Clevenger
Foothills Fall Festival
Adventure Land Coordinator

1. Space will be available to activities, displays, and demonstrations. Space will be reserved in a person's or group's name only. You may not let other groups/individuals use your area.
2. Participants may not charge a fee for any activity, display, or demonstration, nor may donations be solicited.
3. No items, including food, may be sold.
4. There will be no solicitation and/or handing out materials. No performance may have a religious/evangelistic or political message.
5. All participants are expected to be set up before 4:00 p.m. on Thursday, October 6 and remain up until 6:30 p.m. Sunday, October 9. The event will be held Friday from 12:00 p.m. until 6:00 p.m., Saturday from 10:00 a.m. until 6:00 p.m. and Sunday from 12:00 p.m. until 6:00 p.m. rain or shine. Please be sure your activity can be sustained during all hours of operation.
6. All vehicles must be out of the children's area one hour before each day's opening. Vehicles may not travel through the area during the festival hours. This includes golf carts, etc.
7. The selection committee will notify applicants of acceptance or non-acceptance by within three weeks. If you have not heard from us in three weeks, please contact us at the number on the application.
8. Do not send any money for tent rental with your application. If you want to provide your own tent, you must provide a photo of the tent (and it must be flame retardant, with adequate weight for safety.)
9. All activities, displays, and demonstrations must be suitable for children. We reserve the right to remove any entrant not complying with these rules and regulations.
10. The Foothills Fall Festival cannot be held liable or responsible for loss or damage to activities, displays, and demonstrations or injury to a person participating in the event. The committee cannot be responsible for weather damage.
11. Applications must be received by the deadlines listed below in order to be considered. Please mail your certificate of insurance to: Foothills Fall Festival Adventure Land, 404 W Broadway Ave, Maryville TN 37801 or fax to 865-273-3424.

CALENDAR FOR 2011

June 30	Application Deadline
July 15	Notification of Acceptance/Non-acceptance
October 5 - 6	Set-up
October 7 – 9	Foothills Fall Festival
Friday	12 PM – 6:00 PM
Saturday	10 AM – 6:00 PM
Sunday	12 PM – 6 PM

You will be required to complete the following information if you are accepted. The following must be received by August 31.

HOLD HARMLESS AGREEMENT AND AGREEMENT TO TERMS AND CONDITIONS

The undersigned hereby releases and agrees to indemnify and hold harmless the City of Maryville, its employees, agents and assigns, the Foothills Fall Festival Committee, and the Participants for the same regarding any and all liability for damages or injuries to persons or property which the undersigned, his or her agents or employees may sustain while participating in the Foothills Fall Festival or any events leading up to the Foothills Fall Festival or related to the Foothills Fall Festival except where such damages or injuries result from the gross negligence of the City of Maryville. Such indemnification shall include reasonable attorney's fees and costs.

I have read the application packet and agree to abide the rules or regulations of the Foothills Fall Festival as set forth herein and to be subject to the penalties provided for failure to comply.

I understand that the Foothills Fall Festival and the City of Maryville reserves all rights to refuse participation based on Event guidelines. If these guidelines are not upheld and if I fail to comply timely with any of these rules or regulations I may be barred from participating in the Foothills Fall Festival for both this year and for future years and that I may be subject to any fines or penalties set forth in this document.

I also hereby consent and authorize the Foothills Fall Festival to use film, video, sound recordings, and/or photography and written or verbal information supplied by me for the purpose of publicity and/or promotion and/or advertising. No claim of any nature arising out of, or connected with, said photography, publicity, promotion or advertising will be made by me, my survivors, or assigns.

The duplication or use of any trademarks or logos belonging to the Foothills Fall Festival is strictly prohibited.

I have read and agree to all the regulations stated above and in consideration of applying for the Foothills Foothills Fall Festival agree to be contractually bound to the same.

I understand that if litigation is necessary to enforce the terms of this contract that the City of Maryville shall be entitled to recover from me its reasonable attorney's fees and litigation costs.

Company Name *(Please Print)*

By *(Signature)* **Date**

Its *(Owner, Operator, etc.)*

If you are accepted, each member of your team must complete this form and turn in with acceptance packet.

Participant Release of Liability-Adventure Land Activity

In consideration of being allowed to participate in the Participant Program by the City of Maryville and the Foothills Fall Festival, I acknowledge that working on municipal projects can be a hazardous activity and I assume all the risks associated with this work. I waive all claims for damages against the city and against its officers and employees for injury to my person or property, including death and destruction that may arise from this activity and I release the City and its officers and employees and agree to hold them harmless from any such liability. This agreement shall remain in force until I revoke it in writing.

I also hereby consent and authorize the Foothills Fall Festival and the City of Maryville to use film, video, sound recordings, and/or photography and written or verbal information supplied by me for the purpose of publicity and/or promotion and/or advertising. No claim of any nature arising out of, or connected with, said photography, publicity, promotion or advertising will be made by me, my survivors, or assigns.

Signature of Participant

Print Name/ Date

Participant Release of Liability Parental Consent and Release

If under 18 years old, I certify that I am the parent, or legal guardian, of the above named minor and by my signature, agree to the terms of the above release.

Signature of Parent or Legal Guardian

Print Name/ Date