

Waiver of Liability and Indemnity Agreement for Food Transported and Prepared by Outside Source:

In consideration of being permitted to serve food and products from Food Truck in the Forest Preserve of Cook County for the Concessions Program on [DATE_____], I, [APPLICANT______], (collectively, "NAME______], operator of [ENTITY NAME______], (collectively, "Permittee") hereby waive, release and discharge any and all claims for personal injury, death or property damage which may hereafter as a result of the Permittee's activities under this permit, including but not limited to the preparation, consumption, sale, and distribution of food items ("activities"). I agree to indemnify and to hold harmless the Forest Preserve District of Cook County ("the District"), its officers, employees, attorneys, and agents from any loss, liability, damage, cost, or expense which they may incur as the result of death, injury, or property damage that may arise as a result of the activities taking place under this permit.

This release is intended to discharge in advance the Forest Preserve District of Cook County, the Permits, Rentals, and Concessions Department, its officers, employees, attorneys, and agents from any and all liability arising out of or connected in any way with the activities taking place under this license, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. I further agree that this waiver, release and assumption of risk is binding upon my heirs and assigns.

I FURTHER AGREE that if any claim or suit is pursued against the Permittee, by the Permittee or on Permittee's behalf as a result of injuries from the activities taking place under this permit specified herein against the District, and its officers, employees, attorneys, and agents, I will Indemnify and Hold Harmless these parties from all judgments, payments, damages and claims, including all costs, expenses and attorneys' fees incurred by these parties in defending against such claim.

I REPRESENT THAT I HAVE THE AUTHORITY TO BIND THE BUSINESS ENTITY APPLYING FOR THIS PERMIT FOR OPERATION OF A FOOD TRUCK ON PREMISES BELONGING TO THE FOREST PRESERVE DISTRICT OF COOK COUNTY. I HAVE CAREFULLY READ THIS WAIVER AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND A CONTRACT WITH THE FOREST PRESERVE DISTRICT OF COOK COUNTY. I UNDERSTAND THAT SIGNING THIS AGREEMENT BINDS ME AND THE BUSINESS ENTITY. I SIGN IT OF MY OWN FREE WILL.

NAME OF BUSINESS (Please Print):

PERMITTEE AUTHORIZED SIGNATURE (Please Sign)

PRINTED NAME OF RESTAURANT (Please Print):

SIGNATURE OF BUSINESS REPRESENTATIVE (Please Sign):

DATE RECEIVED BY (Permits, Rentals and Concession Representative):

DATE: