

## OSCEOLA MOBILE FOOD VENDOR RELEASE AND WAIVER

In consideration for the issuance of a Mobile Food Vendor Permit by the City of Osceola, Nebraska, hereinafter referred to as “City”, \_\_\_\_\_, hereinafter referred to as “Mobile Food Vendor”, agrees to the following Release and Waiver.

### 1. RELEASE OF LIABILITY

Mobile Food Vendor agrees to release City, its employees, agents, officers, elected officials, and appointed officials from any and all claims arising from “Mobile Food Vendor”, as defined in the Osceola City Code, which Mobile Food Vendor or any of its employees, agents, officers, elected officials, appointed officials, successors in interest, customers and invitees could otherwise assert against City, its employees, agents, officers, elected officials, and appointed officials, regardless of the negligence of City, except to the extent that such claims are proximately caused by the intentional misconduct of City.

### 2. INDEMNIFICATION

Mobile Food Vendor shall indemnify and hold harmless City, its employees, agents, officers, elected officials, and appointed officials for all judgments, awards, claims, demands, and expenses (including attorneys’ fees), for injury or death to all persons, including City’s officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Mobile Food Vending or acts or omissions of Mobile Food Vendor, its employees, agents, assigns, customers, or invitees.

### 3. BINDING CONTRACT

This Release and Waiver is signed freely and voluntarily. It shall be binding on the undersigned, his/her heirs, parents, guardians, agents, assigns, invitees, employees, customers and any other person who seeks or may seek to bring a claim, cause of action, or demand on my/our behalf against the City or its employees, agents, officers, elected officials, appointed officials, or assigns.

### 4. SURVIVAL OF OBLIGATIONS

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Release and Waiver shall survive any termination of any Mobile Food Vendor Permit issued by the City.

### 5. ASSIGNMENT

The Obligations of the Release and Waiver shall not be assigned by Mobile Food Vendor without the written permission of City.

**6. CHOICE OF LAW**

This Release and Waiver shall be governed by the laws of the State of Nebraska.

**7. SEVERABILITY OF RELEASE WAIVER**

In the event that any of the terms of this Release and Waiver shall be in conflict with and void as a result of the laws of the State of Nebraska, as the same may be from time to time amended, then the remainder of this Release and Waiver shall remain in full force and effect.

**8. ENFORCEABILITY**

If any of the terms of this document are unenforceable, it shall in no way invalidate the balance of such Release and Waiver.

*I/WE ACKNOWLEDGE THAT I/WE HAVE READ AND UNDERSTAND THIS RELEASE AND WAIVER AND AGREE TO ALL OF ITS TERMS AND CONDITIONS.*

\_\_\_\_\_  
Mobile Food Vendor Signature

\_\_\_\_\_  
Mobile Food Vendor Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Representative Signature

\_\_\_\_\_  
Date Received