



## **HOLD HARMLESS AGREEMENT**

The undersigned, "Participant" shall indemnify and hold harmless the officer(s), member(s), promoter(s), and/or sponsor(s) of The Freedom Fest State Fair, Inc. and Upper Freehold Township in conjunction with the event which is scheduled for July 12 – July 17, 2011 at The Reed Recreation Field in Upper Freehold, New Jersey hereinafter referred to as "Fair", for any loss, damage or injury to any person or property whatsoever in and around the Fair, resulting from any cause whatsoever including theft and vandalism, unless due to the negligent or willful misconduct of the aforementioned parties. In the event of negligent or willful misconduct on the part of any aforementioned entities only the party which was negligent or committed willful misconduct shall have liability pursuant to this section.

The Participant shall indemnify and hold harmless the officer(s), member(s), promoter(s), and/or sponsor(s) of The Freedom Fest State Fair, Inc. and Upper Freehold Township from and against any and all liability, losses, claims, demands, costs and expenses to which Participant may become subject by reason of any act or failure to act of the officer(s), member(s), promoter(s), and/or sponsor(s) of The Freedom Fest State Fair event, or arising out of or in any way connected with the consumption in or around the "Fair" of any alcoholic beverage by Participant or any of the Participant's guests.

## **PARTICIPANT**

\_\_\_\_\_

**By:**  
**Sworn to and Subscribed to**  
**Before me on this** \_\_\_\_\_  
**Day of** \_\_\_\_\_ **2011**

\_\_\_\_\_  
**Notary Public of New Jersey**