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**FOOD SERVICE PROVIDER  
ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

<b>Name of Food Service Provider (Client):</b>	
<b>Address of Food Service Provider (Client):</b>	
<b>Name and Date of Event:</b>	

I/we have agreed to serve as a Food Service Provider to The Rose for the above named event. We will be providing food items to include, but not necessarily be limited to the following items:

Quantity	From (Name, Address, and Phone # of Vendor)	Item(s)

The above list is subject to change based on availability and/or need as may be subsequently determined and mutually agreed. Upon signing of this Agreement, I/we agree to provide all food items:  At no cost to the event or The Rose, or  At a total cost of \$\_\_\_\_\_.

**Assumption of Risk and Waiver of Liability:** In consideration of the above, I/we, as the Food Service Provider assume all risks associated with the preparation of food products supplied under this Agreement, including matters of health and safety associated thereof. I/we do hereby release, waiver, discharge, and covenant not to sue The Rose, their respective Trustees, officers, employees, and agents from liability from any and all claims including the negligence of The Rose, their respective Trustees, officers, employees and agents, resulting in personal injury, accident, or illness, including death and property loss arising from any and all food products provided under this Agreement.

**Indemnification and Hold Harmless:** I agree to INDEMNIFY and HOLD The Rose and their respective Trustees, officers, employees and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result in my negligence in the preparation or delivery of food products served under this Agreement and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as permitted by the law of the State of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability as relates to this Agreement to the greatest extent allowed by law.

<b>Food Service Provider's (Client's) Name:</b>			
<b>Food Service Provider's (Client's) Signature:</b>		<b>Date:</b>	
<b>Name of Authorized Representative for The Rose:</b>			
<b>Signature of Authorized Representative for The Rose:</b>			