# Friends of Serpent Mound's SUMMER SOUTICE

### Vendor Registration Form

Spend the weekend among vendors, collectors, demonstrators, volunteers, and speakers as they share their knowledge with the public at the annual FOSM's Summer Solstice Celebration, Friday, June 18 thru Sunday, June 20, 2021!

We offer 12x12 ft. sites for vendors to sell their wares. Plus, tent camping right behind one's booth! <u>Vendors must supply their</u> own tables, chairs, and tent. This is a juried event. Please email or call to get

approval of your items first, thanks! In addition, artifact exhibitors can display their educational collections free! *This is for* educational purposes only, no buying or selling of Ancient Indigenous artifacts during the festival, please! Modern day crafted artifacts may be sold. Visit our website www.serpentmound.org or contact FOSM Events Chair, Beverly McKenzie to learn more! Email her at beavermeadow1972@gmail.com or call her at 937-587-3953.

### REGSITER <u>BEFORE APR. 1, 2021</u> AND PAY <u>\$65.</u> <u>AFTER APR. 1, 2021</u>, ADD \$5, AND PAY <u>\$70.</u> <u>AFTER JUNE 1, 2021</u>, ADD ANOTHER \$5, PAY <u>\$75.</u> <u>NO ACCEPTANCES AFTER JUNE 17, 2021</u>.

The Vendor Fee is \$65 (with late fees) and we offer a workshop tent for vendors to share their knowledge by doing an <u>approved</u> 30 to 45-minute demonstration, workshop, hike, or concert. You may charge a fee to cover the costs of your workshop, if the public walks away with something in their hands. We ask that ALL Vendors attend a 2 pm meeting at the main tent and that they have their booths in place and ready to sell by 3 pm on Friday, June 18, 2021. Please, let us know if you would like to set up Thursday evening. <u>Please, enter Soaring Eagle Retreat, at 375 Horner Chapel Rd., Peebles, Ohio 45660</u>. This is within walking distance of the Great Serpent Mound Park. Tent camping is *included, right behind your vending spot!* RV or campers are permitted, but cost an extra \$20 and may have to sit in a different location. FOSM will not be responsible for lost or stolen items.

Vendors may have their immediate family join them during the festival. Vendors not wanting to attend the festival alone may have no more than two assistance. If camping, all will camp next to the vending site.

VENDOR HOURS: SET-UP: Friday, June 19 By 3:00 pm SELLING: Friday, June 19 3pm – 7 pm Saturday, June 20 10 am – 7 pm Sunday, June 21 10 am – 5 pm

FESTIVAL HOURS: (Friday) 3 pm – 7 pm (Saturday) 10 am – 7 pm (Sunday) 10 am – 5 pm

This is a Public Festival to promote the *multitude of aspects associated with Serpent Mound, from who made it to how is it used today!* We need individuals that can help us educate the public in areas of...

- Historical and Ancient Knowledge, Traditional Skills and Crafts, Dowsing, Ley Lines, Archaeoastronomy, Archaeology, Standing Stones, Crop Circles, Mound Builders, Artifacts, Stories and Legends, springs, waterways, and more!
- The appreciation of the outdoors enjoying nature, bird watching, gardening, herbs, wild flowers, native plant foraging, Earth Friendly ways, hiking, Kayaking/canoeing, and more...
- Ways for families to enjoy Summer learn about local businesses, locations, and organizations.

# NEW THIS YEAR – We will not be doing public activities after 7 pm. We hope to offer the vendors an experience, as well as, the opportunity to sell. Plus, we want to get to know you, more. Therefore, you can close up by 7 pm and attend the annual Sunset Tours and more. We will get back with you on our complete after hours activities, nothing going beyond midnight.

### Festival Rules: (For everyone.)

- > This is a family friendly event there is to be NO alcohol, drugs, guns, or nudity!
- > Children are welcome and must be supervised by a parent or guardian at all times.
- There is no smoking in the Main Tents, in the port-o-lets or within the group hikes. There are proper places to put one's cigarette butts, so please do not throw them on the ground.
- > There is to be NO Indian Policing or Politics permitted All Races, All Religions, All Our Relations
- > Dogs are permitted, but must be leashed at all times, next to owner, and must be cleaned up after.
- > The back gate to the Serpent Mound Park will close at dark, no one may re-enter until daylight.

### Vendor form for: FOSM's *Summer Solstice Celebration* <u>Friday, June 18 thru Sunday, June 20, 2021</u> Please mail the last 3 pages with payment to FOSM, 148 Horner Chapel Rd, Peebles, Ohio, 45660 or email it to <u>beavermeadow1972@gmail.com</u> by June 1<sup>st</sup> 2021

Please check (X) those that apply to you:

I would like to be an educational exhibito	r and have nothin	g to sell.	(Educational	Booth -	Free)
I would like to exhibit:		-			

### <u>l can also,...</u>

...<u>demonstrate or offer a workshop</u>. (*The public enjoys learning and making things.* You may charge a fee for supplies – we need the amount and how you will collect that fee. You can either collect payment at the time of the class or FOSM can set up pre-registrations via our website and then get the money to you beforehand.) Please describe what you would like to offer.

.offer storytelling, a concert, a guided hike, or

I will set up on... Thursday Evening, June 17, 2021

or Friday Morning, June 18, 2021

**I would like to vend** the following type of items that I feel go with the theme: (You may list a web address, where we can review your products.) (*If we have to cancel, your fee can be refunded or rolled over to the next year,*)

Vendor Fee (nonref.) - \$65 After Apr. 1, 2021, \$65+\$5 (late fee) =\$70 A	After June 1, 2021, \$65+\$10 (	late fee) =\$=\$75
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I will be tent camping. (No additional fee)								
I have enclosed a cheo	ck or money order ( <b>made</b>	e out to the <i>Friends of Ser</i>	rpent Mound.) or	paid through PayPal				
		<b>22</b> ( ) ( 2) [		S				
Fees of: \$65 for One 1 (After Apr. 1, 2021, \$65+\$5		<b>30</b> for two 12x12 Spaces	Plus, \$20 for Car ate fee) =\$=\$75)	nper/RV.[♥]				
Nomo		· · · ·		<i>(FOSM will fill in.)</i> Booth #				
Name:				Check #				
Address:				\$ Paid: Date:				
City:	State:	Zip:		Date				
Phone #:	Email:							

# WAIVER OF LIABILITY AND INDEMNITY

As a vendor, I understand that this waiver of liability must be signed in order for me to participate in the *Summer Solstice Celebration* at Soaring Eagle Retreat. I understand and acknowledge that my services will be provided only at the booth site assigned to me and may consist of all or some of the following Vending Services: arts & crafts sales, food vending, not for profit fundraising activities. I understand that in order to receive a booth site(s), I must assume all responsibility and risk associated with all conditions, hazards and potential dangers in, on or about a site, whether they are open and obvious or concealed. I hereby RELEASE, DISCHARGE AND WAIVE, any claims, actions or suits of any character, name and description, that I may have against the *Summer Solstice Celebration*, the Friends of Serpent Mound and its volunteers, and employees and owners/lessees of a booth's site, as a result of any injuries, damages or death received or sustained by me in connection with the Vendor Services performed on, in or while I am participation in any Summer Solstice Celebration activities.

I hereby agree to INDEMNIFY, DEFEND AND HOLD HARMLESS, Friends of Serpent Mound, and its volunteers, and employees and owners/lessees of a booth's site, from and against any and all liabilities, losses, claims, costs, expenses (including reasonable attorney's fees), damages, obligation, judgments or deficiencies of every kind and description, contingent or otherwise, resulting from or arising out of any of my acts or failure to act in connection with my services provided during the Summer Solstice Celebration activities.

# RELEASE AND WAIVER OF LIABILITY for VENDORS

This Release and Waiver of Liability is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (the "Vendor") in favor of The Friends of Serpent Mound and its directors, officers, employees, volunteers, and agents.

I, the Vendor, hereby freely and voluntarily, without duress, execute this Release under the following terms:

### 1. Waiver and Release.

I hereby release and forever discharge and hold harmless The Friends of Serpent Mound and its successors and assigns from any and all liability, claims, demands, and causes of action, of whatever kind of nature, either in law or equity, which may hereafter arise from my participation with The Friends of Serpent Mound and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with The Friends of Serpent Mound. I understand and acknowledge that this Release discharges The Friends of Serpent Mound from any liability or claim that I may have against The Friends of Serpent Mound, with respect to any bodily or other injury, illness, death, or property damage that may result from my participation. I also understand that The Friends of Serpent Mound does not assume any responsibility or obligation to provide financial assistance or other assistance, including, but not limited to, medical, health, or disability insurance, in the event of injury, illness, death, or property damage.

### 2. Insurance.

I understand that The Friends of Serpent Mound may elect to provide group accident or other liability insurance. Any coverage so provided will be governed by the policy language. Except to the extent that it may provide such insurance, The Friends of Serpent Mound does not carry or maintain any health, medical, disability, damage, or other liability insurance coverage for the benefit of its vendors, and expressly disclaims any responsibility or obligation to do so. AS A VENDOR, I AM EXPECTED AND ENCOURAGED BY The Friends of Serpent Mound TO MAINTAIN MEDICAL, HEALTH, AND ALL OTHER APPLICABLE INSURANCE COVERAGE FOR MY OWN BENEFIT.

### 3. Medical Treatment.

Except as otherwise agreed to by The Friends of Serpent Mound in writing, I hereby release and forever discharge The Friends of Serpent Mound from any and all liability claims, demands, and causes of action whatsoever that may arise on account of any first aid or other medical treatment rendered during my participation with The Friends of Serpent Mound and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with The Friends of Serpent Mound.

### 4. Assumption of Risk.

I understand that my participation with The Friends of Serpent Mound and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with The Friends of Serpent Mound may include activities that may be hazardous to me. I further recognize and understand that such participation may involve certain inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in the activities and release The Friends of Serpent Mound from all liability for injury, illness, death, and/or property damage that may result.

# 5. Photography/Audio Release.

I do hereby grant and convey unto The Friends of Serpent Mound rights, titles, and interest in and to any and all photographic images and video or audio recordings made by or on behalf The Friends of Serpent Mound, or made with its consent, during my participation in Summer Solstice Celebration and/or any project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with The Friends of Serpent Mound, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

### 6. Other.

I expressly understand and agree that this Release is intended to be as broad and inclusive as permitted by law, and that this Release shall be governed by and interpreted in accordance with the laws of this state, county, city and/or township. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release.

By signing below, I acknowledge that I have read and understand this Release, and agree to its provisions. I agree to follow the festival rules and will present myself professionally. I agree to volunteer an hour of my time to the Friends of Serpent Mound. If I do not follow these rules, I understand that I may not be permitted to return in the future.

(Please sign or enter your name to agree.)

Signature of participant/ vendor

Date