

GENERAL RELEASE AND AGREEMENT TO
HOLD HARMLESS, DEFEND AND INDEMNIFY
BETWEEN IDAHO MARKET LLC, CITY OF TROY, IDAHO
AND 2021 FARMERS MARKET PARTICIPANTS

THIS GENERAL RELEASE AND AGREEMENT TO HOLD HARMLESS, DEFEND AND INDEMNIFY BETWEEN IDAHO MARKET LLC, CITY OF TROY, IDAHO AND 2021 FARMERS MARKET PARTICIPANT (hereinafter "Agreement") is made and enter into this _____ day of _____, 2021 between Idaho Market LLC, (hereinafter "ORGANIZER"), City of Troy, Idaho (hereinafter "CITY") and _____ (hereinafter "PARTICIPANT").

WHEREAS, PARTICIPANT desires to participate in Idaho Market LLC's 2021 Farmers Market and Idaho Market LLC desires assurances and commitments from PARTICIPANT in order to allow such participation;

NOW, THEREOFRE, be it agreed, for and in consideration of the foregoing mutual covenants and promises between the Parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

PARTICIPANT acknowledges that this Agreement is entered into with the knowledge that the related activities may be dangerous and/or hazardous to PARTICIPANT and that this Agreement is intended to serve as a general release, for PARTICIPANT, his/her heirs, executors, administrators, and assigns and hereby waives, forever discharges and releases ORGANIZER and CITY, their officers, employees, agents, and representatives from any and all claims, which can or may ever be asserted as a result of any injuries or damages, physical or mental that may arise out of being a PARTICIPANT in the 2021 Farmers Market. PARTICIPANT shall assume full responsibility for PARTICIPANT's personal conduct, well being, and safety during all aspects of this event. PARTICIPANT agrees that PARTICIPANT understood and appreciated such risk(s) prior to PARTICIPANT's participation in any and all of 2021 Farmers Market.

PARTICIPANT hereby agrees to defend and indemnify, release, hold harmless, acquit, and forever discharge ORGANIZER and CITY and their successors, assigns, agents, servants, employees and insurers of and from all legal and equitable claims, of every kind, action, cause of action, related to or arising out of PARTICIPANT's presence at, and participation in, the 2021 Farmers Market.

PARTICIPANT, himself, herself, or through PARTICIPANT's parent(s), guardian(s), and/or duly and specifically authorized agent(s), hereby release ORGANIZER and CITY and agrees, contracts and covenants not to bring suit and agrees to defend, hold harmless, and indemnify ORGANIZER and CITY, their officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by any and all persons participating in the 2021 Farmers Market.

In regards to the ongoing COVID-19 pandemic, PARTICIPANT acknowledges receipt of the current governing Farmers Market policy regarding health, safety, and hygiene measures required by all participants. PARTICIPANT agrees to comply with all mandatory state regulations. PARTICIPANT recognizes there is still a risk of contagion, even with successful implementation of these measures and agrees to release ORGANIZER and CITY of any claim should PARTICIPANT or PARTICIPANT's household members contract COVID-19 as a result of participating in the Farmers Market. Additionally, PARTICIPANT agrees to abide by all health, safety and hygiene measures enacted by current Farmers Market policy, without exception.

Unless otherwise set forth in a written agreement attached hereto, PARTICIPANT hereby grants ORGANIZER permission to use PARTICIPANT's likeness and likeness of PARTICIPANT's products, display and booth at the Farmers Market (including, but not limited to, photographs, video imagery, recordings and the like), (herein after "Images") with or without PARTICIPANT's name and for any lawful purpose including, for example, publicity,

illustration, advertising, social media, and Web content, without payment or any other consideration. Further, PARTICIPANT hereby releases and holds harmless ORGANIZER from any reasonable expectation of privacy or confidentiality associated with the above-referenced Images.

Such Images whether now known or hereafter existing, will be controlled by the ORGANIZER, in perpetuity, and for other use by the ORGANIZER. PARTICIPANT will make no monetary or other claim against ORGANIZER for the use of such Images. PARTICIPANT understands and agrees that these Images will become the property of the ORGANIZER and will not be returned.

PARTICIPANT further acknowledges that neither PARTICIPANT nor any other party who may share ownership of the property described above(whether in the past or future) will receive financial compensation of any type associated with the taking or publication of these Images or participation in ORGANIZER publications or marketing materials. PARTICIPANT acknowledges and agrees that publication of said Images confers no rights of ownership or royalties whatsoever and that participation is voluntary.

PARTICIPANT hereby releases ORGANIZER, CITY, their successors, assigns, agents, servants, employees and any third parties involved with the creation or publication of marketing materials from liability for any claims by PARTICIPANT or any third party in connection with the 2021 Farmers Market.

PARTICIPANT and PARTICIPANT's parent(s), guardian(s) and/or agents, officers, employees and representatives, if any, expressly agree that this indemnity provision extends to any and all claims, losses, actions or judgments for damages or injury to persons or property, sickness, or death of any person, including ORGANIZER or CITY officers, employees, agents and representatives arising out of, related to, or in connection with the activities of PARTICIPANT, PARTICIPANT's officers, employees, agents and representatives under this Agreement, or caused by PARTICIPANT's presence at the 2021 Farmers Market.

Inspection, review and/or acceptance by ORGANIZER of any activity performed by or during the event shall not be grounds for avoidance of any of the covenants of defense, indemnification or hold harmless by PARTICIPANT on behalf of the ORGANIZER, contained in this Agreement.

PARTICIPANT agrees that she/he (1) has read the foregoing Agreement, understands it and agrees with its contents and conditions; (2) either has had an opportunity to speak with legal counsel or opted not to seek legal counsel prior to signing this Agreement; and (3) understands that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement.

I, PARTICIPANT, certify under penalty of perjury, pursuant to the laws of the State of Idaho, the foregoing is true and correct.

This General Release and Hold Harmless Agreement between Idaho Market LLC, the City of Troy, Idaho and PARTICIPANT is executed this _____ day of _____, 2021.

Participant Signature

Printed Name