

## HOLD HARMLESS AGREEMENT FOR THE ETNA FARMERS MARKET (2023)

In consideration of the Vendor's participation in the Etna Farmers Market, Vendor, the Etna Farmers Market, an unincorporated association ("EFM"), and the Scott River Watershed Council, a nonprofit public benefit corporation ("SRWC") hereby agree as follows:

1. Knowledge and Assumption of Risks. Vendor's participation in the Etna Farmers Market is voluntary by Vendor with the knowledge of the risks and dangers involved in being present at an event where members of the public and other vendors congregate, mingle, and display, consume, buy and sell goods, including but not limited to illness, injury, property damage or loss, and theft resulting from interaction with the public or the equipment and products of other vendors. Vendor, on behalf of itself and its owners, managers, family members, employees, and volunteers, hereby agree to accept any and all risks, known and unknown, arising out of or related to Vendor's presence at and participation in the Etna Farmers Market.

2. Third-Party Acts or Omissions. The vendor acknowledges and agrees that neither EFM nor SRWC is liable for any act or omission, whether negligent, willful, or otherwise, of any third party that may conduct activities or is present at the Etna Farmers Market.

3. Waiver and Release from Liability. Vendor hereby waives, releases, discharges, and holds harmless EFM and SRWC, and all of their members, managers, officers, directors, employees, volunteers, representatives, heirs, successors, and assigns, who are third party beneficiaries hereto (collectively, the "Operator Parties"), from and against any and all losses, damages, liabilities, causes of action (whether in contract or tort), claims, judgments, costs, and expenses, including attorneys' fees and court costs ("Claims"), including any negligence of any of the Operator Parties, arising out of or related to the Etna Farmers Market and/or Vendor's presence at or participation in the Etna Farmers Market, that Vendor may have, including, without limitation, for illness, injury, property damage or loss, theft, disability, emotional trauma, or death.

4. Indemnification. Vendor hereby agrees to indemnify, defend and hold harmless the Operator Parties from and against any and all claims of any third party which any of the Operator Parties may suffer or incur as a direct or indirect consequence of: (i) Vendor's failure to adhere to the rules, regulations, and guidelines of the Etna Farmers Market; (ii) Vendor's presence at or participation in the Etna Farmers Market; or (iii) any negligence or willful misconduct of Vendor or its owners, managers, family members, employees or volunteers.

5. Integration. The vendor acknowledges that Vendor has received a copy of the rules for the Etna Farmers Market and agrees to the terms contained therein. The provisions of this Hold Harmless Agreement are incorporated into and made a material part of the Vendor's agreement to participate in the Etna Farmers Market.

Date: \_\_\_\_ / \_\_\_\_ / 2023

Name of Vendor: \_\_\_\_\_

Signature of Vendor: \_\_\_\_\_