

MONTGOMERY FARMERS' MARKET  
VOLUNTEER AGREEMENT

This hold harmless agreement (the "Agreement") covers all Saturdays from May through October (rain or shine) and is made between the Montgomery Farmers' Market, as the entity receiving indemnity (hereinafter referred to as "the Market"), located at 9609 Montgomery Road, Montgomery, OH 45242, and \_\_\_\_\_, as the person bound to provide and/or protect the Market (hereinafter referred to as "the Volunteer"), who lives at \_\_\_\_\_.

Whereas, the Volunteer desires and wishes to hold harmless and indemnify the Market and its successors and assigns from any and all liabilities, losses, claims, judgements, suits, fines, penalties, demands or expenses (including, but not limited to attorney's fees, court costs and expert fees), claimed by anyone by reason of injury or damage to persons or property sustained in or around The Market as a proximate result of the acts or omissions of the Market, its agents, successors and assigns or arising out of the operation or actions of the Market, its officers, directors, agents, servants, and/or employees.

Each party signing this Agreement represents and warrants that s/he is duly authorized and has legal capacity to execute and deliver this Agreement.

This Agreement may be supplemented, amended, and/or modified only by and through the mutual agreement of all parties, and shall only be binding if done so in writing and signed by all parties.

This is the entire Agreement between the aforementioned parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Ohio applicable to contracts made and to be wholly performed within such state. The Federal and State courts located in Ohio shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

The undersigned have read, understand and accept this Agreement, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and policies.

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Montgomery Farmers' Market  
Market Manager (or Board Member)

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(Date Signed)

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Volunteer (or Legal Guardian if volunteer is a minor)

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(Date Signed)