

**Vendor Agreement – Waiver, Assumption of Risk and Agreement to Indemnify and Hold Harmless**

I hereby waive and release the Rexburg Farmers Market, the City of Rexburg, BYU-Idaho, and, its agents, officers, and employees from any and all liabilities, financial, and otherwise, for injuries to myself, my family, my employees, or any property of mine, which may arise in any way from services and/or products provided by or as a consequence of my associations with the Rexburg Farmers Market.

I agree to assume all liabilities and responsibilities, financial and otherwise, for my participation in/with the Rexburg Farmers Market. In consideration of the services rendered by the Rexburg Farmers Market I waive any and all claims, actions, or demands of any nature, foreseen or unforeseen, that I may have against the Rexburg Farmers Market.

I hereby waive and release the Rexburg Farmers Market, the City of Rexburg, BYU-Idaho, and its employees, owners and agents from any and all liability of any nature, for injury or damage which I, my family, my employees, or my property may suffer, including but not limited to any injury or damage resulting while on the premises of the Rexburg Farmers Market or in the surrounding area.

I hereby agree to indemnify and hold harmless the Rexburg Farmers Market, the City of Rexburg, BYU-Idaho, and it employees, owners and agents from any and all claims, or claims by any member or my family, employee, or any other person accompanying me to the Rexburg Farmers Market premises or in the surrounding area as a result of any action by any person, including myself.

I authorize the Rexburg Farmers Market to do whatever they deem necessary for the safety, health, and wellbeing of myself, my family, my employees, and customers while involved with the Rexburg Farmers Market including seeking medical assistance. I understand that the Rexburg Farmers Market has the right to refuse service to me at any time for any reason.

I agree to abide by any and all rules, regulations, etc. contained in the Rexburg Farmers Market By-laws. I also agree to abide by any regulations added by amendment to this Vendor’s Agreement. I understand that the Rexburg Farmers Market will provide me written notification of any additions, changes or modifications to the rules and regulations contained herein.

I understand that membership is contingent upon approval of application, which includes but is not limited to, meeting the criteria for all good allowed to be sold and abiding by the rules and regulations set forth by the Rexburg Farmers Market.

I understand that should I at anytime occupy the premises in a manner contrary to the rules of the Rexburg Farmers Market, or in any manner which is hazardous or offensive to the public or other vendors, up on the request of market officials, I shall immediately cease such offending conduct. Failure to immediately conform conduct as requested shall be cause to revoke the undersigned applicant’s permission to vend on the premises. Upon revocation, the vendor shall promptly vacate the premises.

Signature

\_\_\_\_\_

Signature of parent or legal guardian (for all applicants under the age of 18) \_\_\_\_\_

Name (please print) \_\_\_\_\_ Date \_\_\_\_\_