

MOSCOW FARMERS MARKET

2019 Bell Brigade Registration

Participating Youth Group: _____

Primary Contact/Leader/Supervisor: _____

Phone: _____ **Email:** _____
(please provide and indicate cellphone and home phone)

Other Leadership Contacts* *(full name, phone, email):*

List any children in the youth group that may be participating in Bell Brigade*

First Name	Last Name	Age

**Please use backside of paper if needed*

By signing this registration form, the youth group _____, and any affiliates including their parents, leaders, and/or guardians agree to Moscow Farmers Market policies as set forth by the City of Moscow.

Youth Group Supervisor Signature _____ Date _____

GENERAL RELEASE AND AGREEMENT TO
HOLD HARMLESS, DEFEND AND INDEMNIFY
BETWEEN CITY OF MOSCOW, IDAHO
AND 2019 FARMERS MARKET PARTICIPANT

THIS GENERAL RELEASE AND AGREEMENT TO HOLD HARMLESS, DEFEND AND INDEMNIFY BETWEEN CITY OF MOSCOW, IDAHO AND 2019 FARMERS MARKET PARTICIPANT (hereinafter "AGREEMENT") is made and entered into this _____ day of _____, 2019 between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and _____ (hereinafter "PARTICIPANT").

WHEREAS, PARTICIPANT desires to participate in CITY's 2019 Farmers Market and CITY desires assurances and commitments from PARTICIPANT in order to allow such participation;

NOW, THEREFORE, 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 CITY, its 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 2019 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 2019 Farmers Market.

PARTICIPANT hereby agrees to defend and indemnify, release, hold harmless, acquit and forever discharge CITY and its 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 2019 Farmers Market.

PARTICIPANT, himself, herself, or through PARTICIPANT's, parent(s), guardian(s), and/or duly and specifically authorized agent(s), hereby releases CITY and agrees, contracts and covenants not to bring suit and agrees to defend, hold harmless, and indemnify CITY, its 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 2019 Farmers Market.

PARTICIPANT hereby grants CITY permission to use PARTICIPANT's likeness and likeness (including, but not limited to, photographs, video imagery, recordings, and the like) of PARTICIPANT's products, display, and booth at the Moscow Farmers Market (hereinafter "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 CITY 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 CITY, in perpetuity, and for other use by CITY. PARTICIPANT will make no monetary or other claim against CITY for the use of such Images. PARTICIPANT understands and agrees that these Images will become the property of CITY 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 CITY 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 CITY, its successors, assigns, agents, servants, employees and any third parties involved in the creation or publication of marketing materials from liability for any claims by PARTICIPANT or any third party in connection with the 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 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 2019 Farmers Market.

Inspection, review and/or acceptance by CITY of any activity performed by or during the event or any activity or non-activity by CITY Police Officers or other officers, employees, agents or representatives of CITY shall not be grounds for avoidance of any of the covenants of defense, indemnification or hold harmless by PARTICIPANT on behalf of CITY, 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) has had an opportunity to speak with 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 City of Moscow, Idaho and PARTICIPANT is executed this _____ day of _____, 2019.

Participant Signature

Printed Name