



RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

I, _____, (“Licensee”), understand that my participation and/or involvement in activities, events, or use of facilities, in association with the DOWNTOWN SAGINAW FARMERS’ MARKET, INC. (DSFM), located in the City of Saginaw, County of Saginaw, State of Michigan, is voluntary and carries with it the potential for certain risks, some of which may not be reasonably foreseeable. I acknowledge that these risks could cause me, and my invitees, licensees, owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting by, through, or for me, (all together known as the “Licensee’s Agents”), harm, injury, or damages, including, but not limited to, bodily injury, damage to property, emotional distress, or death.

In consideration for being permitted by the DSFM and its affiliated organizations or entities to participate in these activities, events, or use of facilities, I hereby release the DSFM and any other affiliated or contractually related group, person, or entity, including, but not limited to, SVRC INDUSTRIES, INC., (“SVRC”), and the DSFM and SVRC’s owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting by, through, or for the DSFM (all together known as the “Released”) from any and all claims and causes of action, known and unknown, or proceedings of any nature whatsoever that might arise while engaged in these activities, events, or use of facilities, which includes damage or injury of any kind or nature, including, but not limited to, personal, contractual, or other tort injury or damages. I agree not to sue or proceed in any manner, in any agency, or in any proceedings whether at law or in equity against the Released. I understand and agree that participation in these activities, events, or use of facilities might result in injury. I agree to accept any and all risks of injury or death. This Release is effective as to any and all of my heirs, children, distributees, guardians, conservators, legal representatives, and assigns.

I further agree to individually indemnify and hold harmless the Released from any and all claims and causes of action, known and unknown, or proceedings of any nature whatsoever that might arise as the result of damage or injury of any kind or nature to myself or the Licensee’s Agents while engaged in these activities, events, or use of facilities. The obligation to indemnify will include, but not be limited to, any and all fees, costs, expenses, liabilities, award of damages, and actual attorney fees incurred in the defense of any proceedings against the Released brought by me, any representative appointed to represent me, the Licensee’s Agents, or any other related person or entity. I understand that these activities, events, or use of facilities would not be made available to me or the Licensee’s Agents at this cost if I or the Licensee’s Agents were to choose not to sign this release and agree that the opportunity to participate at the stated cost in return for the execution of this agreement is additional good and valuable consideration for my executing this agreement.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract of indemnity and hold harmless relief, for good and valuable consideration, between myself and the Released. I agree that this agreement is specifically incorporated into my License Agreement – 2019 with the DSFM, as it may be amended, revised, or replaced in the future, which I specifically acknowledge is additional good and valuable consideration for this agreement. I have signed this agreement of my own free will and agree to be bound by its terms.

Printed Name of Licensee

Signature of Licensee

Date