



# Lancaster Market (City of Lancaster)

## Indemnity Agreement

WHEREAS, \_\_\_\_\_, a vendor, charitable organization or other type of entity (User) desires to participate in the City of Lancaster's Lancaster Market; and WHEREAS, such organization meets the criteria for participation in the Lancaster Market and agrees to obey the rules of the market and understands the nature of operating within the Lancaster Market and their responsibilities as a market vendor and/or a participant in the market, including assuming responsibility for safe operation and conduct of their business within the market.

**THE USER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF LANCASTER/THE LANCASTER MARKET, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, SUITS, DEMANDS, AND/OR ACTIONS FOR DAMAGES, INJURIES TO PERSON (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE) AND EXPENSES INCLUDING COURT COSTS AND ATTORNEY'S FEES AND OTHER REASONABLE COSTS OCCASIONED BY OR ARISING OUT OF USER'S PRESENCE WITHIN THE CITY PARK AREA PERMITTED BY THE CITY OF LANCASTER/THE LANCASTER MARKET CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO PARTICIPATION AND ARISING OUT OF OR RESULTING FROM THE INTENTIONAL ACTS OR NEGLIGENCE OF USER, ITS OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES.**

User further agrees that it shall, at all times, exercise reasonable precautions on behalf of, and be solely responsible for the safety of its officers, agents, employees, participants, visitors, and other persons, as well as their property, while in or on the park and within the Lancaster Market area and park premises or involved in activities in connection with or incidental to participation within use of the park. It is expressly understood and agreed that the City of Lancaster and/or Lancaster Market shall not be liable or responsible for the negligence of User, its agents, servants, employees, customers, visitors, participants, or third parties.

User further agrees that this indemnity provision shall be considered as an additional remedy for the City of Lancaster and the Lancaster Market and not as an exclusive remedy.

User Name: \_\_\_\_\_ Title: \_\_\_\_\_

Farm/Business Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

