

TOWN OF MONTGOMERY
INDEMNIFICATION AGREEMENT
FOR USE OF COMMUNITY GARDEN

THIS AGREEMENT made between _____,
residing at _____ in the Town of Montgomery
(the "Permittee") and the TOWN OF MONTGOMERY with offices located at located at 110
Bracken Road, Montgomery, New York 12549 (the "Town").

WITNESSETH:

WHEREAS, Permittee has applied to the Town for a permission to use and participate in the
Community Garden facilities to be located at Benedict Farm Park on Route 17K in the Town of
Montgomery; and

WHEREAS, as a condition of the Town granting such permission the Town will require the
Permittee to agreed to accept responsibility for any physical injury and /or property damage arising
out of the Permittees, as well as all persons invited by Permittee, use and participation in the
Community Garden facilities at Benedict Farm Park including but not limited to any and all
agricultural activities, soil preparation activities, crop harvesting activities, as well as access to and
from the Community Garden facilities within the Park boundaries. .

NOW, THEREFORE, the Permittee agrees with the Town as follows:

1. Permittee agrees to fully indemnify, save, and hold harmless the Town and all of its
officers, agents and employees from and against any and all liability of any type whatsoever,
including but not limited to, any and all damages, expenses, causes of action, lawsuits, claims,
penalties, fines, assessments or judgments relating to, arising out of or occurring in connection with
the Permittee's use and participation in the Community Garden facilities at Benedict Farm Park..

2. Permittee shall, at its own cost and expense, defend any and all actions or suits which
may be brought against the Town or any of its officers, agents or employees or in which the Town or
said officers, agents or employees may be impleaded with others upon any such above-mentioned
claim. In the event of Permittee's failure to do so, the Town, at its option without being obliged to do
so, may at Permittee's cost and expense and upon prior written notice to Permittee, defend any and all
such suits or actions. Permittee shall satisfy, pay and discharge any and all judgments that may be
recovered against the Town or any of its officers, agents or employees in any such suits or actions
which may be brought against the Town or any of its officers, agents or employees or in which the
Town or any of its officers, agents or employees may be impleaded with others. Permittee shall pay
the reasonable cost of any such defense, including but not limited to, the Town's Attorney's fees.

3. Permittee's obligations hereunder shall not be deemed waived, limited or discharged by
the enumeration or procurement of any insurance for liability for damages hereunder.

IN WITNESS WHEREOF, the Permittee has executed this Indemnification Agreement.

Print Name: _____

Signature: _____

Telephone #: _____ Email: _____

Date: _____

STATE OF NEW YORK)

)ss.:

COUNTY OF ORANGE)

On the ____ day of _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC