James River SCD
51 North First Street
P.O. Box 190
Ellendale, ND 58436

Agricultural Services Agreement

Date: _____

Check which drill renting

Individual Requesting Agricultural Services: _____ _____10' Drill _____15'Drill

Address: _____

Phone #: _____ Cell Phone #: _____

Description of the agricultural services being provided: _____

_____

I _____ agree to the terms and conditions outlined on the No-Till Drill Check Out Sheet. I will return, completely filled out, the No Till Drill Check Out Sheet with the return of the No Till Drill.

Waiver, Release, and Indemnification

Read this form carefully and be aware that you will be waiving and releasing all claims of injury, damage, or unforeseen agricultural production results you may sustain from the agricultural services provided by James River Soil Conservation District.

I am fully aware of and understand the dangers inherent in the agricultural services that are being provided and that they may cause property damage, physical injury, or death to myself or others or may not provide the expected agricultural production results.

On behalf of myself and my insurers, executors, administrators, heirs, successors, and assigns, I hereby:

1. agree to assume the full risk of any injuries, death, damages or other loss regardless of severity which I may sustain as a result of agricultural services provided by James River Soil Conservation District;

2. waive, release, and discharge James River Soil Conservation District, its agencies, officers, employees, and volunteers from any and all liability for death, disability, personal injury, loss or damage to property, or actions of any kind, including unforeseen agricultural production results of any nature which may hereafter accrue as a result of agricultural services provided by James River Soil Conservation District;

3. indemnify, save, and hold harmless James River Soil Conservation District, its agencies, officers, employees, and volunteers from any and all claims of any nature, including costs, expenses, and attorneys' fees which may in any manner result from or arise out of James River Soil Conservation District's agricultural services.

This waiver, release, and indemnification shall be construed broadly to provide a waiver, release, and indemnity to the maximum extent permissible under applicable law.

Any modification of this waiver must have written approval by James River Soil Conservation District prior to provision of agricultural services.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE AGREEMENT SPECIFYING MY WAIVER, RELEASE, AND INDEMNIFICATION OF ALL CLAIMS.

Name: (Please Print) _____

Signature: _____ Date: _____