

## **Pleasant Prairie Mini Maker Faire**

### **Terms and Conditions of Participation**

If accepted, Pleasant Prairie Mini Maker Faire agrees to the participation of the person or organization identified below ("Maker") in Pleasant Prairie Mini Maker Faire 2017 ("Mini Maker Faire"), and the Maker agrees to participate, in accordance with terms of this Agreement. In this Agreement, "we" or "us" means the Village of Pleasant Prairie, and "you" means the Maker identified below. "Exhibit" means the display and/or demonstration, presentation, performance, and/or other activities and materials that you provide or present in the space or work area assigned to you by us at Mini Maker Faire. The Mini Maker Faire team reserves the right to refuse your participation or reject your application without cause. Your participation creates a Contract that limits the liability of the Village of Pleasant Prairie; the Mini Maker Faire team, sponsors, suppliers, concessionaires, staff, booth exhibitors, and venue; and each of their respective officers, directors, employees, representatives, affiliates and owners (collectively and individually, "Promoters"). You agree to all of the following provisions, which are part of the Contract:

**RULES and LAWS:** You agree to comply with all applicable laws, the Maker/Exhibiting Sponsor Toolkit, and any other requirements, and/or rules and regulations issued by us in connection with Mini Maker Faire. You are responsible for obtaining any permissions required for your performance, distribution, or posting of copyrighted material; for obtaining any necessary licenses and permits; and for payment of all taxes (including sales and use taxes), license fees, or other charges applicable to your participation in Mini Maker Faire. We may terminate this Agreement and/or your participation in Mini Maker Faire if you violate this Agreement, or the standards of conduct established by us or by the venue.

**ACKNOWLEDGMENT OF RISK:** By using a ticket or entry pass and participating in Mini Maker Faire exhibits and activities, you assume all risks to you and your children of attending and participating in the Mini Maker Faire. You acknowledge that Mini Maker Faire exhibits and activities are inherently hazardous, and that risks to you and your children include physical injury, including death, and property damage and loss. You are solely responsible for supervising and controlling the children in your party and ensuring their safety.

**RELEASE OF LIABILITY:** You hereby release the Promoters, and each of them, from any and all liability, including but not limited to (1) damage to or loss of your property, (2) harm, injury and death to yourself and your children, and (3) all risks resulting from negligent or incorrect instruction or supervision by Promoters or anyone providing a booth or activity. This release is intended to discharge in advance all liability related to your and your children's participation in the Mini Maker Faire, even though that liability may arise out of negligence, carelessness, or other conduct on the part of Promoters or third parties. This release of liability applies to your successors and heirs.

**LIMITATIONS ON LIABILITY — INDEMNITY:** You agree that we will not be liable in any way to you if we cancel Mini Maker Faire. You waive any claim or potential claim against us if Mini Maker Faire is canceled, and release us from any resulting or related liability, cost, expense, or damage. Neither you, nor we, our affiliates, or the venue proprietor (collectively, the "Event Providers") will be liable for lost profits or other indirect, incidental, consequential, or exemplary damages in connection with Mini Maker Faire and/or this Agreement, whether or not such Event Provider or you have been advised of the possibility of such damages or lost profits. Neither party's liability in connection with Mini Maker Faire, or under this Agreement (except for your indemnity obligations), exceeds three thousand dollars (\$3,000). No Event Provider shall be

liable to you for any damage, loss, harm, or injury to your person, property, or business, or any of your visitors, officers, agents, or employees, resulting from theft, fire, earthquake, water, unavailability of facilities, any errors or omissions in Mini Maker Faire-related materials, insufficient participation, accident, or any other reason in connection with Mini Maker Faire or related activities (such as staging), except to the extent directly attributable to our willful misconduct or gross negligence. You agree to indemnify, and hold harmless the Event Providers from and against any claim, cost, expense, loss, liability, or damage incurred as the result of any third-party claim based on (i) your construction or maintenance of an unsafe Exhibit, and/or (ii) your (or your agent's) negligence or willful misconduct, and/or (iii) your material breach of this Agreement.

**MISCELLANEOUS:** This Agreement (including the Maker/Exhibiting Sponsor Toolkit and any accompanying Addendum) constitutes the final, complete, and exclusive agreement between you and us. This Agreement is made in consideration of the parties' mutual promises contained in it. This Agreement may only be modified by the parties' express written agreement, signed by both of them. You are an independent contractor and not our agent or employee. This Agreement will be interpreted under Wisconsin law applicable to contracts made and performed by Wisconsin residents in Wisconsin. Any action to enforce this Agreement must be brought in the federal or state court located in Milwaukee, Wisconsin, and the parties agree to the exclusive venue and jurisdiction of these courts. You are not permitted to assign or otherwise transfer your rights or obligations under this Agreement to anyone else. The Limitations on Liability section (above) of these Terms and Conditions of Participation, shall survive the termination or expiration of this Agreement.

**PHOTOGRAPH, RECORDING AND PUBLICITY RIGHTS:** You and your Exhibit may appear in recordings of Mini Maker Faire and related promotional or documentary materials. Your rights are waived to any images and/or recordings you may appear in while at Mini Maker Faire and any/all related promotional or documentary materials. You acknowledge that Mini Maker Faire, including the Exhibit(s), may be recorded in audio, visual, and/or audiovisual media by us and/or our licensees, and you consent to the making and use of such recordings by us and/or our licensees for any purpose, such uses including without limitation the transcriptional, modification, reproduction, public display, distribution, broadcast, and transmission in any form. You release us, and our licensees, from and waive any claims related to or arising by reason of the making and/or use of any such recordings. You grant us and our licensees, the right to use, in connection with the promotion and production of Mini Maker Faire, your name, likeness, and any trade name and/or logo. The provisions of this paragraph will survive termination of this Agreement. By signing below, you confirm that you have read this Agreement and that you understand and agree that your compliance with this Agreement is a condition of your participation in Mini Maker Faire, and i) if you are signing on behalf of yourself as an individual, you warrant and represent that you are over 18 years of age, and ii) if you are signing on behalf of an organization (including a business), that you are fully authorized to execute this Agreement on behalf of the organization.