

## Blue Ridge Pride Center, Inc. Performance Agreement & Waiver

*All Performers, or their parent / guardian if they are under 18 years old, must review and consent to the following policies, releases and waivers.*

### Performance Restrictions / Prohibited Acts

- All Festival and Pageant acts must be "family oriented" and appropriate for all ages. We are the sole judges of whether a particular act is appropriate for the Festival and/or the Pageant. No exceptions will be made to this rule.
- Performers are NOT allowed to invite audience members onto the stage. No one is permitted on or behind the stage without an approved stage pass.
- Performers may NOT use any pyrotechnics, pyrotechnic devices, or projectiles in any part of their performance unless these are in compliance with city permit requirements AND have been expressly approved in advance in writing by Blue Ridge Pride Center, Inc..

### Compensation & Sales

- Performers will be paid immediately after performance. Payment will be made to the legal name or entity provided in the application.
- Approved performers may offer CDs & merchandise for sale in the specific areas provided. Tip jars are acceptable during a performance.
- The 2019 Blue Ridge Pride Center, Inc. Festival will be held rain or shine. Should the event organizers opt to cancel a performance due to related weather, 50% of the fee will be paid. If the musicians choose not to perform, no payment will be made.
- Performers with stage passes will be granted access to the VIP tent (if there is one at that event).

### Recording, Media & Marketing Release

- Performers authorize Blue Ridge Pride Center, Inc. to make, use, reproduce, and/or publish photographs and/or videos that may pertain to them, including their image, likeness and/or voice, without further compensation. This material may be used in various publications, public affairs releases, Internet Web pages, recruitment materials, broadcast public service advertising, or for other related endeavors.
- This authorization is continuous and may only be withdrawn by Performer's specific rescission of this authorization made in writing to the Entertainment Director of Blue Ridge Pride Center, Inc. (entertainment@blueridgepride.org).

### Waiver of Liability / Indemnification

- The parties agree that the Performer, and any agents and employees of the Performer, in performance of this application shall act and are acting in an independent capacity and not as officers, employees or agents of Blue Ridge Pride Center, Inc.
- Blue Ridge Pride Center, Inc. is not responsible for loss or damage to Performer's equipment or other property.
- Participant hereby waives all claims and recourse against Blue Ridge Pride Center, Inc., including the right to contribution for loss or damage to persons or property in any way connected to this application, and/or to Performer's participation in the Festival and Performer shall indemnify, and save harmless Blue Ridge Pride Center, Inc. from all claims due to any acts or omissions.

### Waiver of Liability / Indemnification (continued)

- Participant shall indemnify, defend, and save harmless Blue Ridge Pride Center, Inc., its officers, agents, and employees from any and all claims, suits or actions of every name, kind and description brought forth from, or on account of, injuries to or death of any person including, but not limited to, workers, and the public, or damage to property resulting from Performer's participation in the Festival.

### Acknowledgement

I am 18 years or older. I have read, understand and agree to the terms and conditions above.

\_\_\_\_\_  
*Name (Print)*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

### If the Performer is under the age of 18 years, we require a release signed by their parent or guardian.

I hereby certify that I am the parent/natural guardian or legal guardian of the Performer, and acting in such capacity hereby acknowledge and agree to each of the releases, waivers, and other agreements set out above in the Performance Agreement. I hereby agree to hold harmless and indemnify the Released Parties and all other participants, from and against any and all liability and responsibility for any and all injury or harm caused by or to the above named Performer or to others acting on the Performer's behalf and for any defect in or lack of such capacity to so act and hereby release said parties on behalf of the minor and the parent or legal guardian.

\_\_\_\_\_  
*Performer Name (Print)*

\_\_\_\_\_  
*Parent or Guardian Name*

\_\_\_\_\_  
*Parent or Guardian Signature*

\_\_\_\_\_  
*Date*