

# Mid-Michigan Renaissance Festival's Enchanted Forest

## 2019 Entertainment Information

June 15th & 16th, 22nd & 23rd, 29th & 30th 2019

Saturdays & Sundays from 11 AM - 6 PM

PLEASE READ THE CONTRACT, APPLICATION & MERCHANT INFORMATION CAREFULLY BEFORE SIGNING.

**Please include the following items with your application:** A 10 minute video of your show/act is required for review/acceptance purposes, as well as photos of your costumes, show, act and banner/flag. Video & Photos become property of Mid-Michigan Renaissance Festival and may be used for promotional purposes. These will be checked and contacted. Completed and signed application form and signed contract.

**Terms:** Be prepared for all weather conditions (rain or shine). We open each day regardless of weather. All cars must be off the faire site by 10:00 A.M. each day of the faire. We ask that you please keep in mind that this is a FAMILY show and there will be children on the premises it all times. If your show contains "ADULT CONTENT" you must have a sign displayed at your stage at all times. If your show/act is accepted, you will receive a welcome letter and contract via US Mail or Email. Mid-Michigan Renaissance Festival Entertainment committee will jury all Entertainment for appropriateness of the content, and costumes by April 1st, 2019. All Acts will be considered for appropriateness to the faire, uniqueness, and quality. Should we find your show not suitable, Mid-Michigan Renaissance Festival has the right to reject the applicant outright or request changes to the show or costumes. If we deny your application, you will be notified. If your application to Entertain is accepted, you will be informed via US Mail or Email. There can be no changes to your show or costumes after approval by the committee.

**Weapons policy:** Only acts that apply for and receive special permission to use weapons through Mid-Michigan Renaissance Festival are allowed to use weapons. The Entertainers are responsible for the safety of their audience and Actors. Please make sure that there is always a safe distance between the act and the audience.

**Stages:** All stages will be set up prior to your arrival. You will only be required to clean up after yourselves to make the stage ready for the next entertainer(s) that will be using it. Please use professional courtesy at all times.

**Returning Shows/Acts:** All returning shows are required to complete the application process again minus the video/photos as long as their show has not changed. If the show has changed, then video/photo's or scripts are required.

**Passing the Hat:** We completely understand as performers that you deserve to be paid what the audience feels you are worth understanding that we encourage you to have you pass the hat during your performance for tips.

**Power/Electric/Water:** Mid-Michigan Renaissance Festival has minimal power. This is a primitive event so we will not be able to supply a lot of power. You must make your own arrangements for any generator that you are going to need. MMRF will not be held responsible for the fuel for the generators. Any generator use must be approved by MMRF directors. Water is available at the ticket booth and near the food court. It has been tested and certified by the Health Department of Tuscola County.

**Drugs, Alcohol Tobacco and Illegal Activities:** Mid-Michigan Renaissance Festival is not an alcohol free site. However, we do require that all merchants please refrain from the use of alcoholic beverages until after the festival day has ended (6:00 pm). We also have a zero tolerance for any kind of narcotic or federally illegal substances and activities. Any incident reported to Mid-Michigan Renaissance Festival Management or Security will result in contacting local law enforcement Due to health and safety concerns and patron complaints, Mid-Michigan Renaissance Festival will no longer permit tobacco products of any kind to be in Vendor tents, Lanes, stages or openly used. Designated smoking areas will be provided for use

**Booth/Pavilion/Tent Requirements:** All "E-Z Up" tents and modern pavilions shall have the legs and support structure of the tent covered with vines, ribbons, flowers and/or fabric. Please refrain from using plastic tarps. Canvas and other period materials are acceptable. Pavilions and booths will be judged for appropriateness by Mid-Michigan Renaissance Festival management and must be as close to a renaissance period enclosure as you can make them. Please include a photo of your pavilion/booth with this application. Photos become property of Mid-Michigan Renaissance Festival. **Please be advised that vehicular traffic to your merchant booth may not be possible.** Depending on weather, road conditions and the current traffic the roads may not be passable. You are to bring your own push cart/wagon/dolly or other means of transportation for transporting your merchandise/tent/structure/enclosure to and from your booth space.

**Returning Entertainment:** Those that wish to return are required to complete the application process again minus any video or photos. Second year, you may begin building a Semi-permanent buildings with permission from management. To protect the property/grounds, any semi-permanent structures that are not disassembled & removed after 90 days from the conclusion of the event will become the property of the Mid-Michigan Renaissance Festival as per the State of Michigan's Adverse Possession Laws. Returning Entertainment will be permitted continued use of the structure at a 5%. Those merchants are responsible for all care, maintenance, betterments, improvements, safety, stability, structural integrity, liability and beautification of said building(s).

**Exclusivity Clauses:** Mid-Michigan Renaissance Festival does not offer Exclusivity Clauses to anyone. We do limit the number of similar or like vendors.

**Michigan State Sales Tax ID:** Mid-Michigan Renaissance Festival does require all applicable vendors have a copy of their sales tax license readily available for any state inspections that may occur. Mid-Michigan Renaissance Festival is not liable for any of the fees or licenses and they are solely on the Merchant to obtain and report on.

**Camping:** There is limited camping available at the site for a fee per weekend per tent/camper due payable before setting up camp depending on if you use electricity and water. Camping is available at other nearby locations. NO ADDITIONAL GUESTS ARE PERMITTED TO CAMP WITH YOU. Please reach out to local hotels/camp grounds for their rates. Camping within your designated Booth Space does not require a separate fee, but no fires will be permitted and no separate tents allowed unless they are period/historical. Any additional space utilized OUTSIDE your vendor booth itself will be charged to you for each additional 10 by 10 space. Fees and regulations have been updated for 2019.

**Garbage/Waste:** There are limited trash receptacles located within the festival during the event. **Vendors must take all of their trash/garbage/waste directly to the dumpster located outside the event.** Vendors are not permitted to use the trash receptacles within the event and are responsible for removing their own trash.

**Loading/Unloading:** There is a 10:00 AM cut off time for Motor vehicles in the lanes. This is non-negotiable. Vendors must arrive and unload swiftly and will only be granted 30 minutes to unload and remove their vehicle. No cars will be permitted in the festival after 9:30 and vendor will have to use a dolly/cart/wagon or other means to transport their merchandise to the booth. MMRF Management will ensure that all vehicles are off lanes by 10:00 AM

**Entertainment Badges:** Entertainment will have a limit of Five (10) badges available for the entertainment group who is over the age of 16 years. Badges will cost a \$5 fee each. This Fee will be charged at the end of the season if the badge is not returned to the Festival. The badge must be on the assigned person at all times and is not transferable. Entry into the festival will not be permitted without a badge.

**Insurance:** The Entertainer will need to provide proof of insurance for their show and/or booth. An Insurance declarations page is required with the application. A minimum of \$250,000 worth of liability coverage is the minimum Mid-Michigan Renaissance Festival requires. ACCORD Forms will not be accepted. Please contact your insurance agent for more information.

I understand that neither Mid-Michigan Renaissance Festival, it's staff, volunteers and their affiliates will be held liable in the event of loss or damage to stage area, stock or vehicle during, before or after faire hours. Entertainers should obtain their own liability insurance to meet their needs. I also understand that by signing this application I am, without payment to me or anyone helping in my show, granting Mid-Michigan Renaissance Festival the right to use for all promotional, educational and other purposes to promote the faire any photo, video or other reproductions of any image in which we appear. By filling out the application below I accept all the terms and conditions listed above.

**Disclaimer:** I understand that neither Mid-Michigan Renaissance Festival, its staff, volunteers and their affiliates will be held liable in the event of loss or damage to their person, merchant booth, stock or vehicle during, before or after event hours. By filling out the application I accept all the terms and conditions. Please sign indicating you have read and understand all changes for the 2019 year.

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

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

# Mid-Michigan Renaissance Festival's Enchanted Forest

## 2019 Entertainment Application

June 15th & 16th, 22nd & 23rd, 29th & 30th 2019

Saturdays & Sundays from 11:00 AM - 6:00 PM

PLEASE PRINT VERY CLEARLY AND ENSURE THAT IT IS LEGIBLE. ILLEGIBLE APPLICATIONS WILL BE RETURNED

**Show/Performance Name** \_\_\_\_\_

**Name** \_\_\_\_\_ **Phone (\_\_\_\_)** \_\_\_\_\_ **Email** \_\_\_\_\_

**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **St** \_\_\_\_\_ **Zip** \_\_\_\_\_

### ENTERTAINMENT TYPE:

**Circle Performance Style:** *Musical/Singing*    *Dance*    *Combat*    *Acrobatic*    *Comedy*    *Other*

**Lane Entertainer:** \_\_\_\_    **Stage Entertainer:** \_\_\_\_    **Tavern Entertainer:** \_\_\_\_

**Description of Show:** \_\_\_\_\_

Will you have any **HAZARDOUS MATERIALS** on site? (i.e: swords, fuel) Yes \_\_\_ No \_\_\_

Does your show require electricity: Yes \_\_\_ No \_\_\_

How many performances per day would you like: \_\_\_\_\_

**BOOTH RENTAL:** *We offer our entertainment a vendor/merchant/artisan space to utilize in exchange for deducting the rate from your Performance fee.*

**10 X 10 FT (\$180 Value):** \_\_\_\_    **10 X 20 FT (\$210 Value):** \_\_\_\_    **20 X 20 FT space (\$240 Value):** \_\_\_\_

**Exact dimensions of your tent or pavilion:** \_\_\_\_\_

Will you have **HAZARDOUS MATERIALS** on site? (i.e.: generators, gasoline, propane, etc.) Yes \_\_\_\_\_ No \_\_\_\_\_

If yes please describe: \_\_\_\_\_

Merchandise to be offered: \_\_\_\_\_

*Please remember you may be asked to refrain from or limit items per the discretion of the management*

**CAMPING:** We have limited onsite camping available with **very** limited electricity. Camping will be honored on a first come first serve basis. Please fill out the camping information below. Tents will **not have** access to electricity, and are encouraged to bring separate battery/power sources. A camping space will be designated to you based on the information provided. Only the names listed on this application will be permitted to camp. If you will have multiple Tents or Campers and tents please check all that apply. *We offer our entertainment a camping space to utilize in exchange for deducting the rate from your Performance fee.*

**Tent (\$5 per day):** \_\_\_\_    **Camper without Electricity (\$8 per day):** \_\_\_\_    **Camper with Electricity (\$10 per day):** \_\_\_\_

How many days you will be camping: \_\_\_\_    Exact dimensions of your Camper/Tent: \_\_\_\_\_

### ENTERTAINMENT PASSES:

How many Badges required: \_\_\_\_\_

Names of Performers: \_\_\_\_\_

**Weekend Themes: June 15 & 16 2019:** *Magic and Mysticism* (Fairy Tales, Belly Dancing, Palm reading and Art) **June 22 & 23 2019:** *Pillage the Village* (Pirates, Vikings, Scallywags and Wenches) **June 29 & 30 2019** *When Worlds Collide* (Steam Punk, Cosplay, Video Games and everything in between)

**Pay Requirements: \$** \_\_\_\_\_ **a weekend** (Do not indicate a daily fee)

**Pay Preference: (Please circle one)**    **WEEKLY**    **END OF RUN**

**Checks payable to:** \_\_\_\_\_

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

**Additional Notes for MMRF:** \_\_\_\_\_

Please sign this application, sign the contract, and mail along with any photos (returning merchants that have not changed their merchandise, do not need to send photos, a Copy of Insurance Coverage, SASE, and a check or money order payable to "Mid-Michigan Renaissance Festival" to:

*Mid-Michigan Renaissance Festival*

*Attn: Entertainment Committee & Review*

*5120 Maple Road*

*Frankenmuth, MI 48734*

*Application must have signed contract and liability waiver to be considered. If missing the application will not process.*

### For Mid-Michigan Renaissance Festival Administrative use only:

2019 Application sent on: \_\_\_\_\_

Date received: \_\_\_\_\_

# of Performances: \_\_\_\_\_

Stage Assigned: \_\_\_\_\_

Pay Amount: \_\_\_\_\_

Pay Schedule: \_\_\_\_\_

# 2019 Lane/Stage/Street Entertainment

June 15th & 16th, 22nd & 23rd, 29th & 30th 2019  
Saturdays & Sundays from 11:00 AM - 6:00 PM

The terms and provisions of this Mid-Michigan Renaissance Festival's Enchanted Forest Contract ("the Contract") dated \_\_\_\_\_, between the Mid-Michigan Renaissance Festival ("MMRF") and \_\_\_\_\_ ("Entertainer").

1. The parties to this Contract intend the relationship between them to be one of an independent contractor and customer. No employee, agent, servant, representative or contractor of Entertainer shall be, or shall be deemed to be, an employee, agent, servant, representative or contractor of MMRF. The manner, means and methods of providing the services contemplated in the Contract are to be under the sole direction and control of the Entertainer, with the exception of Entertainer's departure and arrival times. None of the benefits provided by an employer to its employees, including but not limited to any wages or compensation, workers' compensation insurance or unemployment insurance shall be available from or through MMRF to Entertainer or the employees, agents, servants, representatives or contractors of Entertainer at any time. Entertainer represents and warrants that it has in place and will maintain in effect throughout the contract term insurance in an amount sufficient to cover Entertainer and its employees, agents, servants, contractors and representatives who are performing Entertainer's obligations arising out of the Contract, including but not limited to sufficient coverage for work-related injuries sustained by Entertainer's employees, employers' liability coverage, auto liability coverage and general liability coverage.
2. Entertainer shall remain liable for the acts of its agents, servants, employees, representatives and contractors during the performance of any of Entertainer's obligations arising under the Contract and during any travel to and/or from the MMRF. Entertainer hereby undertakes and agrees to indemnify, defend and hold harmless MMRF and its affiliates, successors, assigns, employees, agents, servants, contractors, representatives, officers and trustees, in their individual and official capacities, from any and all losses, claims, demands, expenses, damages (including loss of use), judgments, costs (including attorney fees), actions and causes of action arising out of the negligence or intentional acts or omissions of Entertainer or its employees, servants, agents, contractor or representatives, and shall defend any suit or action brought against them, or any of them, based on any such alleged injury (including death) or damage and shall pay all damages and claims resulting therefrom.
3. Entertainer agrees to comply with all local ordinances and codes, applicable state and federal statutes and regulations, whether existing or in the future, in performing its obligations arising out of the Contract. Entertainer agrees to deduct, pay and remain solely responsible for any necessary workman's compensation insurance premiums, income taxes, required withholdings, unemployment insurance premiums, agent's fees or commissions, or union dues arising out of the performance of Entertainer's obligations arising under the Contract, and Entertainer will hold MMRF harmless against any such expenses, fees, commissions, and/or alleged violation(s) of any local ordinances, codes, statutes and/or regulations, as well as against any claim(s) by any Union(s) and/or Agent(s) for benefits, fees, commissions, dues, or other payments arising out of or resulting from the performance contemplated herein.
4. Entertainer represents and warrants that in performing its obligations under the Contract it is not and will not be infringing upon any property right, patent right, or other legal right of any person or entity; and, if any suit is brought or claim is made by anyone alleging that Entertainer (or anyone in conjunction with the ownership or presentation of the performance by Entertainer) is infringing upon or violating any property right, patent right or other legal right by performing the services contemplated herein, then Entertainer will indemnify, defend and hold harmless MMRF against and from any and all loss, claim, damage, cost, attorney fees or other loss whatsoever.
5. Unless otherwise agreed by the parties in writing, Entertainer shall provide all necessary equipment for the performance at Entertainer's sole expense. MMRF is not responsible for any equipment unless otherwise specifically provided for in this Agreement. Entertainer shall be prepared to begin the performance precisely at the date and time set forth on this Contract. Any required setup shall be completed by Entertainer in advance of said date and time.
6. If an Act of God, nature, war, riots, epidemics, strikes, an act (or order) of public authority, on-sight mechanical difficulties (e.g., a power failure) or other legitimate causes beyond the control of the parties should render the performance contemplated by the Contract impossible, the parties shall not be liable to one another for any damages they sustain.
7. If any actions by Entertainer or Entertainer's employees, agents, servants, or representatives are in conflict with any policies, rules or regulations of MMRF while Entertainer is on MMRF property, and Entertainer or its employees, agents, servants or representatives fail or refuse to correct the same upon verbal notification by MMRF, then MMRF shall have the right to immediately terminate the performance and cancel the Contract with no liability whatsoever. Entertainer(s) and Entertainer's employees, agents, servants and representatives shall not be under the influence of any intoxicating beverages, narcotics or drugs at any time during the business hours (11:00 am. - 6:00 pm.). Any violation of this provision will result in immediate termination of the Contract by MMRF with no liability whatsoever.
9. Any damage to MMRF property or any rented equipment which results from the acts or omissions of Entertainer and/or its employees, Agents, servants, representatives or contractors shall be the responsibility of Entertainer and payment for any such damage shall be made by Entertainer within thirty (30) days of written notification of the damage by MMRF.
10. In signing the Contract, the undersigned parties hereby represent and warrant that they are duly authorized representatives of the person or entity for which they sign and legally entitled to enter binding contracts on its behalf; that they have read this entire document; that they understand the terms and provisions of this document; that they know this document will affect their legal rights and/or those of the person or entity they represent; and that they have signed this document knowingly and voluntarily.
11. Since the essence of the Contract concern the specific individuals and the unique personalities and talents of Entertainer. Therefore only the merchandise agreed upon is permitted to be sold by the Entertainer. If at any time MMRF finds items that were not agreed upon being sold by the Entertainer shall result in the immediate termination of the Contract by MMRF with no liability whatsoever.
12. The Entertainer is required to be present for **all THREE weekends** of MMRF and able to perform. Failure to do so will immediately sever contact between MMRF and The Entertainer, and the Entertainer agrees to pay a fee of \$100 to MMRF as a violation/abandonment fee to be deducted from the last check issued to the entertainer.
13. All cars must be off of the faire site by 10:00 am each day of the faire.
14. The Entertainer DOES NOT have permission from MMRF for the use of weapons during the show. Only those who apply for and receive special permission to use weapons through MMRF are allowed to use said weapons. The Entertainer is responsible for the safety of their patrons. The Entertainer is responsible to make sure that the weapon is peace tied and or secure and away from the public when not in use. Any injury to any patron during their visit to the Entertainer's show is the responsibility of the Entertainer.
15. This contract is for \_\_\_\_\_ number shows a day at a pay of \$\_\_\_\_\_ a weekend. Fees will be paid per the designation of the submitted application. Payment will be issued on or after 7:00 PM on the agreed upon day at the events Ticket Booth Location. For other arrangements, please submit request in writing to Management.
16. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement; or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.
17. The Entertainer assumes all responsibility for the rented area including "Set up", "Tear down" and "Clean up" of rented AND/OR Camping area. Entertainer will remove all trash and/or garbage out to the designated dumpster at the end of business each fair day DO NOT DEPOSIT VENDOR TRASH INTO THE TRASH CANS. Failure to comply with the correct removal of garbage will accrue a \$20 a day clean up fee that will be deducted from the entertainers pay. Failure to pay clean up fee will result in the Entertainer application being revoked.
18. You may set up at your leisure however you are allowed a one-hour unload time and then the vehicle must be move off the lanes and you can return to set up your space. Be aware that all vehicles must be off the MMRF Lanes by 10:00 a.m. each day of the faire. Check in hours will be limited to the following:
  - Thursday - 12 Noon – 5:00 p.m. Please call ahead 24 hours ahead and make an appointment
  - Friday - 12 Noon – 5:00 p.m. Please call ahead 24 hours ahead and make an appointment
  - Saturday - 7:00 a.m. – 8:30 a.m. No need to call ahead sign in with management

**15.** The Entertainer will be in attendance of the event all three weekends to be in compliance with this contract. There are no exceptions. Failure to comply with this requirement will result in the contract being void and no refund of any kind provided to the Entertainer. Violation of this contract will remove the Entertainer from any future events.

**16.** Any structures built on the property by the Entertainer will become the property of MMRF upon completion of the marked years event. The Entertainer will have continued use of the building as long as the Entertainer returns and the Entertainer will be responsible for all maintenance, repairs, updates, betterments and improvements while utilizing the structure. MMRF will be the sole owner of all structures still standing 90 Days after the completion of the event. The Entertainer will then be granted a 5% discount on all rental fees, for each contract year going forward that the structure is used by the Entertainer. Should the Entertainer abandon the structure or not complete a contract, the Entertainer will have no claim, right, usage or liability over the structure and it will belong solely to MMRF. Entertainer can NOT sell, trade, demolish or otherwise abandon said structure.

**17.** Any and all belongings left by the Entertainer will become the property of MMRF to do with as they see fit. This includes but not limited to; merchandise, personal property, storage containers, camping equipment, structures and more. Entertainer will have 60 days to remove all items from the conclusion of the event to collect and remove all items from MMRF property. Entertainer agrees to surrender all items left with no further written warning required.

**18.** The Entertainer will use no more than the space designated in the contract. Entertainer will pay an additional fee of \$50 for every 10 foot by 10 foot space utilized in, outside, around or behind the contracted rented space. Entertainer will pay fee immediately upon expanding. Failure to pay will incur additional penalties which may include but not limited to the closure of the Entertainer "booth" or store, additional fee's, termination of contract, and/or removal of Entertainer from the event.

**19.** The Entertainer agrees to not consume any alcoholic beverages of any kind between the festival hours of 11:00 AM until 6:00 PM. The Entertainer herein agrees to not possess or use any federally illegal substances including but not limited to Marijuana. Any reported illegal activities will be reported to local law enforcement. The Entertainer also agrees to refrain from smoking any tobacco products unless in the specifically designated smoking areas as assigned by MMRF. There will be zero tolerance for any smoking within ones booth space/Stage area or on the festival grounds except for the designated areas.

**20.** The Entertainer signing this contract agrees to be in attendance of the event for the entire duration of the event. The Entertainer is solely responsible for the Entertainer space for the event. If the Entertainer is not in attendance the "Shop" will not be permitted to open. In conjunction the Entertainer will ensure that they are open for operation for the entire duration of the event. Failure to comply will result in the Entertainer being asked to leave and no refund provided.

**21. Non- Disclosure Agreement.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall confirm with the receiving party that said information is confidential. Release of either written or verbally provided information is prohibited. The contents of the entire application is confidential information. All communications between the Entertainer and MMRF are confidential.

- **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
- **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
- **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
- **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
- **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
- **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.
- **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- **Violations.** Should any disclosure be release and or the agreement violated the entire contract herein will be voided and no refund will be provided.

I agree to abide the rules including but not limited to, the above listed, verbally given and posted rules of MMRF. I acknowledge that failure to comply will mean a surrendering my Group and/or camping space with no refund. By signing below I agree to all rules and regulations set forth by MMRF whether in writing, verbally given or communicated in other means. All rules and regulations are subject to change and/or be updated at any time without notice.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

# Mid-Michigan Renaissance Festival

## "Enchanted Forest"

Grainger Family LLC

Traver Well Drilling

### Release and Waiver of Liability Assumption of Risk and Indemnity Agreement 2019

*Entertainers are required to have a Liability waiver signed by each performer and/or assistant*

This agreement releases Mid-Michigan Renaissance Festival (**MMRF**), Grainger Family LLC (**GFLLC**), Traver Well Drilling via Robert Traver & Katharine Traver (**TWD**) and any of their owners/operators, management, affiliates, employees, vendors/merchants, entertainers, sponsors, cast, crew and volunteers, from any and all liability relating but not limited to, injuries, property damage and/or theft that may occur during the event. By signing this agreement, I agree to hold **MMRF/GFLLC/TWD** entirely free from any and all liability, including but not limited to financial responsibility for injuries incurred, theft and damage to personal property, personal injury, mental distress, loss of income, injury to others, injury to a patron, or any other participant and/or vehicular damage regardless of whether the previous are caused by personal negligence, acts of god or acts of others.

I swear that I am participating voluntarily, with **MMRF/GFLLC/TWD** and that the risks have been made clear to me. Additionally, I do not have any conditions that will increase my likelihood of experiencing injuries while engaging in this event and I assume all responsibility for myself, body, and mental state.

By signing I forfeit all right to bring any suit against **MMRF/GFLLC/TWD** and any of their owners/operators, management, affiliates, employees, vendors/merchants, entertainers, sponsors, cast, crew and volunteers for any reason. In return, I will be allowed to participate in my contracted position at the event without repercussion and for the negotiated regulations, taxes and fees located within the contract. I will also make every effort to obey all safety precautions, **MMRF/GFLLC/TWD** rules, **MMRF** Codes of Conduct, Michigan State Law, Federal Laws.

I acknowledge that I will assume all responsibilities for my actions, the actions of my management, affiliates, employees, sponsors, crew and volunteers. I agree not to consume any alcoholic beverages until after the contracted time. I agree not to possess or consume any mental altering substances or engage in the usage of any federally illegal substances while on the **MMRF/GFLLC/TWD** property. I will not harass or insult any other participant involved or associated with **MMRF** and in turn agree to engage in professional like behavior and will be respectful while at **MMRF/GFLLC/TWD**. I agree that any visitors I may have outside of my contract are to pay the ticket price of \$13 for entry into the event. I will report any harassment to **MMRF/GFLLC/TWD** Staff and Management immediately.

I, \_\_\_\_\_, HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY, TO THE NAMED ABOVE, TO THE GREATEST EXTENT ALLOWED BY FEDERAL AND MICHIGAN STATE LAW.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Legal Guardian Signature

\_\_\_\_\_  
Date