

Mid-Michigan Renaissance Festival's Enchanted Forest

2019 Historical, Fantasy and/or Educational Reenactment Group (Clan, Association, Society, League or Guild)
June 15th & 16th, 22nd & 23rd, 29th & 30th 2019; Saturdays & Sundays from 11 AM – 6 PM

Complete application postmarked before April 1st, 2019:

Availability: Mid-Michigan Renaissance Festival will no longer offer a single or partial run option. We will require all groups be in attendance all four weekends of our June/July Festival. This is to ensure our patrons have the variety and consistency they expect. Leaving the event early will not warrant a refund of any (if any) fees paid to Mid-Michigan Renaissance Festival and will forfeit any donations (if any) made to the group.

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 any of your showcase contains "ADULT CONTENT" you must have a sign displayed at your designated area at all times. If your Clan, Association, Society, League, Group or Guild is accepted, you will receive a welcome letter and contract via US Mail or Email.

Requirements: Mid-Michigan Renaissance Festival Owner will jury all "Group" applications for appropriateness of the content, the value of the demonstrations, the appropriateness of the sales booths, merchandise and costumes by April 1st, 2019. All Groups will be considered for appropriateness to the faire, uniqueness, quality and size. Should we find anything in the previously listed not suitable, Mid-Michigan Renaissance Festival has the right to reject the applicant outright or request changes to the show, demonstrations, vendors or costumes. If we deny your application, you will be notified as to the reason of the rejection. If your application is accepted, you will be informed via US Mail or Email. There can be no changes to your group, demonstrations, shows, wares and/or costumes after approval by the owner.

Weapons policy: Only groups that apply for and receive special permission to use weapons through Mid-Michigan Renaissance Festival are allowed to use weapons. The Group is responsible for the safety of their audience and members. Please make sure that there is always a safe distance between the act/demonstration and the audience. If group members travel beyond the confines of the provided performance space, aka encampment, no exposed blade or weapons will be allowed on the festival grounds and must be "Peace Tied". Group members seen with exposed or "loose" weapons will receive one verbal warning. Any other occurrence will be grounds for that member and/or group to be banned for the remainder of the season.

Stages: (IF IN USE) 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. If the group does not require stage time, please disregard.

Passing the Hat: We completely understand as performers and reenactors 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/Demonstrations for tips.

Booth/Pavilion/Tent Requirements: Mid-Michigan Renaissance Festival is always encouraging of our guest groups to have Vendor/Artisan/Merchant booths within their designated "encampment" space. Please indicate on your application if this is something you are willing to incorporate in your "encampment". All "E-Z Up" tents and modern pavilions shall have the legs and support structure of the tent covered with vines, ribbons, flowers or fabric. Please refrain from using plastic tarps, Canvas and other period materials are acceptable. Please be advised that vehicular traffic to your merchant booth(s) may not be possible. Depending on weather and road conditions the roads may not be passable. Only Group merchants/groups who apply for and receive special permission to sell weapons through Mid-Michigan Renaissance Festival are allowed to sell weapons. Those Group merchants are also responsible for having all federal, state, and county permits to sell such merchandise. Group Merchants shall assume all responsibility associated with such sales. All merchants are responsible for insuring all weapons are peace tied at the time of sale. In no instance shall weapons be sold to individuals less than 18 years of age. You are responsible (by Michigan Law) to enforce this policy. This includes, but is not limited to: patrons, volunteers and other merchants. Should you be found selling weapons to minors, your booth will be shut down and removed from the premises immediately and no refund of any fees will be provided. Before the buyer leaves your space with the weapon, you must ensure the weapon is secured within MMRF requirements i.e. "peace tied." or contact a security member to escort them to their vehicle.

Returning Groups: All returning Groups are required to complete the application process again minus the video/photos as long as nothing has been changed. If there have been changes, then videos, photo's, scripts and/or details are required.

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. 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.

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.

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 Group Merchant to obtain and report on.

Insurance: The Group/Reenactors 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.

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)

Disclaimer: I understand that neither Mid-Michigan Renaissance Festival, it's management, affiliates, employees, vendors, merchants, entertainers, sponsors, cast, crew, volunteers and affiliates will be held liable in the event of loss or damage to the groups designated area, stock, show or vehicle during, before or after faire hours. Groups should obtain their own liability insurance to meet their needs. I also understand that by signing this application I am, without payment to the group or anyone within the group, 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.

Name: _____ Date: _____

Description of Show:

VENDOR/MERCHANT BOOTH NEEDS: (Booth space to be included within the encampment for no fee to the group. One vendor/tent fee is on average a \$200 total per season, and can increase.)

Number of Spaces you will utilize/have and their dimensions: _____

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

Sales Tax ID Number: _____

CAMPING: (Camping is charged to Entertainment and Vendors, Groups will have camping permits for free, the average cost per tent is \$64 for the season, Campers and Electricity are more.)

Limited electricity is available & will be honored on a first come first serve basis, with priority given to returning groups and Campers/RV's.

How many days you will be camping: _____

Will you be camping or sleeping within your Encampment: _____

Will you be utilizing fire or other means for warmth, cooking and other needs (please elaborate):

GROUP PASSES: (MMRF limits passes to the group members participating within the group. Please provide complete name for each person within the group. Additional guests will be charged a ticket fee for entry into the event.)

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GROUP FEES:

Due to the majority of groups we have as guests are Non-Profit and/or educational in nature, Mid-Michigan Renaissance festival waives all fees that would typically be due for the rental of the area, camping fees and vendor booth fees. Any and all sales, tips, wages, moneys and/or donations earned at the Mid-Michigan Renaissance Festival are the groups to keep in lieu of paying any fees typically due to others.

The Mid-Michigan Renaissance Festival does have a cap/limit to the donations we, The Mid-Michigan Renaissance Festival, can make in a year to the participating groups and that will be honored on a first come first serve basis. To further benefit our visiting groups we offer, instead of a monetary donation made to the group, a \$500 advertising package that is only offered to our Sponsors. This package is unavailable to anyone else. The group/association will be featured in our (including but not limited to):

- *Television Commercials: Which reaches an estimated 80,000 homes*
- *YouTube Ads: Runs consistently for two months and reaches a 45 mile radius from the festival*
- *Facebook Promotions: Run weekly and with an average engagement of 3,000 – 5,000 people*
- *Instagram advertising: Roughly 30-250 likes on average per post made*
- *Twitter Announcements: Run weekly*
- *The MMRF Posters, Flyers and Programs: Printed and distributed throughout the state of Michigan, Ohio and Canada*
- *Featured on our website: Sees an average weekly traffic of 1,000 searches/Views*
- *Any Radio ads: At the discretion of the management and what can be booked*
- *Any other Broadcasting/advertising that the Mid-Michigan Renaissance Festival will do for the 2019 year will include the Group*

This package is only offered instead of any donation that The Mid-Michigan Renaissance Festival would make to the group, the rental fees, vendor fees and camping fees will continue to be waived with this package.

Please indicate if your group would be interested in the advertising package. If not, please indicate the donation to be paid in full on the last day of the event. If the requested donation is over the cap or MMRF is unable to honor that donation, the Group contact will be notified.

Advertising Package: **YES** **NO**

If no please indicate the donation amount requested:

Donation: \$ _____

Please Address any other needs or information here:

Signature: _____ Date: _____

Please sign this application, sign the contract, and mail along with any photos, a Copy of Insurance Coverage, and a Self-Addresses and Stamped Envelope to "Mid-Michigan Renaissance Festival" to:

*Mid-Michigan Renaissance Festival
Attn: Group/Guild Applications
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: _____

of Vendors: _____ Donation: _____

Mid-Michigan Renaissance Festival's Enchanted Forest

2019 Historical, Fantasy and/or Educational Reenactment Group (Clan, Association, Society, League or Guild) Contract

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

Saturdays & Sundays from 11 AM - 6 PM

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

Please have all group representatives and/or leaders sign a separate contract.

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 _____ ("GROUP REP") in representation of _____ (Group/Association name).

The GROUP REP is 100% solely responsible for everyone listed on the application, their family, friends, relations, affiliates, and/or kin.

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 GROUP REP 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 GROUP REP, with the exception of GROUP REP'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 GROUP REP or the employees, agents, servants, representatives or contractors of GROUP REP at any time. The GROUP REP represents and warrants that it has in place and will maintain in effect throughout the contract term, insurance in an amount sufficient to cover GROUP REP and its employees, agents, servants, contractors, property, belongings, merchandise and representatives who are performing. The GROUP REP's obligations arising out of the Contract, including but not limited to sufficient coverage for work-related injuries sustained by GROUP REP' employees, employers' liability coverage, auto liability coverage and general liability coverage.
2. The GROUP REP shall remain liable for the acts of its agents, servants, employees, representatives, volunteers, kin, relations, entertainment, merchants, and contractors during the performance of any of GROUP REP's obligations arising under the Contract and during any travel to and/or from the MMRF. The GROUP REP 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 GROUP REP 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. The GROUP REP 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. The GROUP REP 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 GROUP REP's obligations arising under the Contract, and GROUP REP 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. The GROUP REP represents and warrants that in performing/completing 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 GROUP REP) is infringing upon or violating any property right, patent right or other legal right by performing the services contemplated herein, then GROUP REP 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, GROUP REP shall provide all necessary equipment for the performance, sales, production and demonstration at GROUP REP's sole expense. MMRF is not responsible for any equipment unless otherwise specifically provided for in this Agreement. GROUP REP shall be prepared to begin the performance/reenactments precisely at the date and time set forth on this Contract. Any required setup shall be completed by GROUP REP 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 GROUP REP or GROUP REP's employees, agents, servants, or representatives are in conflict with any policies, rules or regulations of MMRF while GROUP REP is on MMRF property, and GROUP REP 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. GROUP REP(s) and GROUP REP's employees, agents, servants and representatives shall not be under the influence of any intoxicating beverages at any time during the business hours (11:00 am. - 6:00 pm.) Any federally illegal substances including but not limited to Marijuana, Heroin, Methamphetamine etc, are not permitted at any time for any reason on property affiliated with MMRF. Any violation of this provision will result in immediate termination of the Contract by MMRF with no liability whatsoever, and could lead to the involvement of the Tuscola County Sheriffs office.
9. Any damage to MMRF property or any rented equipment which results from the acts or omissions of GROUP REP and/or its employees, Agents, servants, representatives or contractors shall be the responsibility of GROUP REP and payment for any such damage shall be made by GROUP REP 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 GROUP REP and their affiliates. Therefore only the merchandise agreed upon is permitted to be sold by the GROUP REP. If at any time MMRF finds items that were not agreed upon being sold by the GROUP REP shall result in the immediate termination of the Contract by MMRF with no liability whatsoever.
12. The GROUP REP is required to be present for all FOUR weekends of MMRF and able to perform. Failure to do so will immediately sever contact between MMRF and The GROUP REP, and the GROUP REP agrees to pay a fee of \$100 to MMRF as a violation/abandonment fee to be deducted from any donation that would have been made to the GROUP REP.

13. All cars must be off of the faire site by 10:00 am each day of the faire. Failure to comply will result in a \$50 charge per vehicle to the GROUP REP. The GROUP REP is to bring their own push cart or other means of transportation for transporting your props, equipment, and necessities to and from your designated area. The only entrance into the festival will be the main entrance. All others will be locked for the duration of the festival hours.

14. The GROUP REP DOES NOT have permission from MMRF for the use of or sale of weapons. Only those who apply for and receive special permission to have weapons through MMRF are allowed to use said weapons. The GROUP REP is responsible for the safety of their patrons. The GROUP REP is responsible to make sure that all the weapons in possession of the group are peace tied and/or secure and away from the public when not in use. Any injury to any patron during their visit to the GROUP REP 's show/booth/designated area is the responsibility of the GROUP REP.

15. This contract is for _____ number shows/demonstrations a day, with the agreed upon _____ tents and _____ total Merchants.

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 GROUP REP assumes all responsibility for the rented area including "Set up", "Tear down" and "Clean up" of rented AND/OR Camping area. The GROUP REP 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 billed to the GROUP REP. Failure to pay clean up fee will result in the GROUP REP 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. PLEASE SEE ITEM 13 FOR DETAILS. 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

19. The GROUP REP will be solely responsible for any and all members of the group listed within the initial application and will assume responsibility for all their actions.

20. The GROUP REP is permitted to collect any wages, tips, sales, donations and monies and utilize them to further benefit the group. No camping, electrical, rental or contractual fees will be billed to the GROUP REP. The GROUP REP in turn agrees to not ask MMRF for a donation exceeding a total yearly event cap. The GROUP REP will honor any agreements made on the application, verbally or in writing.

21. Should the GROUP REP take the \$500 Sponsorship package as listed in the application, the GROUP REP will not make any advertising demands or otherwise halt, delay, interrupt or otherwise impede on MMRF's advertising practices.

22. The GROUP REP and the group will only be permitted to establish an "encampment" or set up in a space designated by MMRF. No damage, construction, alterations and/or changes may be permitted to the designated space without MMRF's explicit permission. The GROUP REP is permitted on property during the week and prior to the festival to establish and set up the groups designated space. The GROUP REP must inform MMRF of their intent prior to coming to grounds while the festival is not open. In turn the GROUP REP will not hold MMRF accountable for any personal damages, injuries and/or any other liabilities that may occur while on the festival grounds.

23. The GROUP REP agrees to not consume any alcoholic beverages of any kind between the festival hours of 11:00 AM until 6:00 PM. The GROUP REP 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 GROUP REP 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.

24. Any structures built on the property by the Group Rep will become the property of MMRF upon completion of the marked years event. The GROUP REP will have continued use of the building as long as the GROUP REP returns and the GROUP REP 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. Should the GROUP REP abandon the structure or not complete a contract, the GROUP REP will have no claim, right, usage or liability over the structure and it will belong solely to MMRF. GROUP REP can NOT sell, trade, demolish or otherwise abandon said structure.

25. Any and all belongings left by the GROUP REP 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. GROUP REP will have 60 days to remove all items from the conclusion of the event to collect and remove all items from MMRF property. GROUP REP agrees to surrender all items left with no further written warning required.

23. Non- Disclosure - 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 promptly provide a writing indicating that such oral communication constituted Confidential Information.

- **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.

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 merchant 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 at any time without notice. This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

Name: _____ Date: _____

Mid-Michigan Renaissance Festival

Grainger Family LLC; Traver Well Drilling

Release and Waiver of Liability

Assumption of Risk and Indemnity Agreement

2019

*All Historical, Fantasy and/or Educational Reenactment Group (Clan, Association, Society, League or Guild) members are required to have a Liability waiver signed by **EACH** member/affiliate that will be on property at any given time.*

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/artisans, entertainers, reenactors, sponsors, cast, crew and volunteers from any and all liability relating but not limited to, injuries, property damage and/or theft that may occur prior to, during and upon completion of 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 to ones self or dependents. Theft and/or damage to personal property, merchandise, wares or structures. Personal injury and/or mental distress. Any loss of income. Any injury to others, injury to a patron, or any other participant. Vehicular damage and destruction. This regardless of whether the previous are caused by personal negligence, acts of god, acts of others and any unforeseen circumstances.

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