

MAKER PARTICIPATION AGREEMENT July 27, 2024

Maker Faire Wayne County

Maker Full Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Exhibit Name: _____

Phone: _____ Fax: _____

Email: _____

Maker Faire Optional Early Setup: Friday, July 26 between 9:00 a.m. - 5:00 p.m.

Maker Faire Set up: Saturday, July 27 between 7:00-9:00 a.m.

Maker Faire Tear Down: Saturday, July 27 between 3:00-5:00 p.m.

AC Gilbert Heritage Society agrees to the participation of the person or organization identified above (“Maker”) in the Maker Faire Wayne County (“Maker Faire”), and the Maker agrees to participate in accordance with the terms of this Agreement. In this Agreement, “we” or “us” means the AC Gilbert Heritage Society and “you” means the Maker identified above. “Exhibit” means the display and/ or demonstration and/or other materials or activities that you provide or present at the Maker Faire.

RULES AND LAWS: You agree to comply with all applicable laws and any other requirements, and/or rules issued by us in connection with 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), licenses, fees, or other charges applicable to your participation in Maker Faire. We may terminate this Agreement and/or your participation in Maker Faire if you violate this Agreement, or the standards of conduct established by us.

LIMITATIONS ON LIABILITY – IDEMNITY: You agree that we will not be liable in any way to you if we cancel Maker Faire. You waive any claim or potential claim against us if Maker Faire is cancelled, and release us from any resulting or related liability, cost, expense, or damage. Neither you, nor we will be liable for lost profits or other indirect, incidental, consequential, or exemplary damages in connection with Maker Faire and/or the Agreement, whether or not we or you have been advised of the possibility of such damages or lost profits. We shall not be liable to you for any

damage, loss, harm, injury, or death to your person, property, or business, or any of you visitors, officers, agents, or employees resulting from theft, fire, earthquake, water, unavailability of facilities, any errors or omissions in Maker Faire-related materials, insufficient participation, accident, or any other reason in connection with Maker Faire or related activities, except to the extent directly attributable to our willful misconduct or gross negligence. You agree to indemnify us or hold us harmless 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 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. 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 or Participation, shall survive the termination or expiration of the Agreement.

You and your Exhibit may appear in recordings of Maker Faire and related promotional or documentary materials. Your rights are waived to any images and/or recordings you may appear in while at Maker Faire and any/all related promotional or documentary materials.

You acknowledge that Maker Fair, 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 transcription, 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 Maker Faire, your name, likeness, and any trade name and/or logo. The provision of this paragraph will survive the 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 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, that you are fully authorized to execute this Agreement on behalf of the organization.

Signature (Parent or Legal Guardian if Maker is under 18)

Date

Name Printed

Please sign and return by July 1, 2024 to Romich Foundation, ATTN: Maker Faire Application, 13875 Cleveland Rd, Creston OH 44217; or scan and email to: waynemakerfaire@gmail.com