

# WORLD FEST

Travel the World in a Weekend!

Saturday, October 22, 2011 • Noon – 6:00 PM • Sunday, October 23, 2011 • Noon – 6:00 PM  
Addison Circle Park - 15650 Addison Circle Drive

Date Received

For Office Use Only

## ARTIST / PERFORMANCE APPLICATION

**APPLICATION DEADLINE: September 1, 2011**

Space is limited. All applications will be accepted pending availability and not guaranteed placement in program.  
(Please print clearly using block letters or type as this information will be used on signs and other marketing materials)

<b>Group Name</b>	
<b>Contact Name</b>	
<b>Phone</b>	<b>FAX</b>
<b>Cell Phone</b>	<b>Email Address</b>
<b>Mailing Address</b>	
<b>City / State / Zip</b>	
<b>Website</b>	
<b>Country Represented</b> (You may choose "International" if it best describes your group).	
<b>Number of artists in your performance</b>	<b>Preferred length of performance (minutes)</b>
	15                      30                      45

**PLEASE SUBMIT THE FOLLOWING IN ADDITION TO SIGNED APPLICATION:** Applications are not considered complete until the description and stage plot has been submitted with the signed application.

### PERFORMANCE DESCRIPTION:

Please provide a brief description of your performance (add separate page, if needed). This information will be used in the marketing materials and by the Master of Ceremonies when introducing your group and your program.

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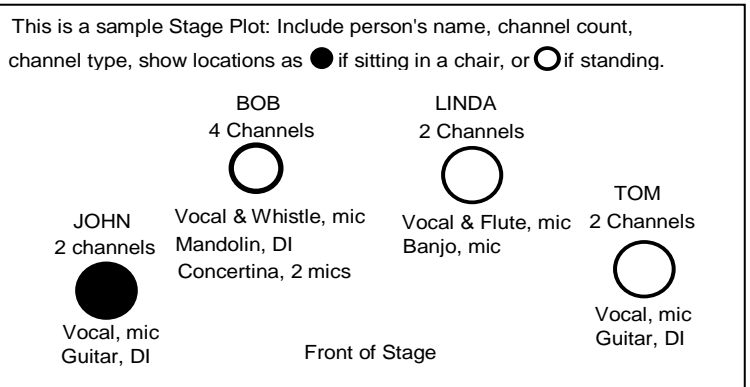


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### STAGE PLOT:

If your performance includes live music, please submit a stage plot (like this sample) so we will know how to set up your performance without delays. This is very important as we will have multiple stages to keep on a very tight schedule. You may bring recorded materials (CD only) to support your performance.

To ensure that your CD will play at the event, please check that your CD plays in your car's CD player. **IF IT DOES NOT PLAY IN YOUR CAR CD PLAYER, IT WILL NOT PLAY AT THE EVENT.**



Group Name (please print clearly) \_\_\_\_\_

**FESTIVAL PROMOTIONAL MATERIALS AND OPPORTUNITIES:**

\_\_\_\_\_ Please send me an electronic newsletter that I can forward to my customer database and friends.

\_\_\_\_\_ Number of fliers (4" x 9")

Will your group be available to perform for live television media opportunities?

\_\_\_\_\_ YES \_\_\_\_\_ NO

**GIVEAWAYS/GIFT CERTIFICATES NEEDED:**

Giveaways & Gift certificates will be used to gain marketing exposure for the festival and your group in the following ways:

- Examples: Dance Lessons, CDs, etc
- Radio promotion - items will be given away on air with your group receiving a mention.
- Surveys are conducted at the festival to obtain demographic information about the attendee as well as to build a database for future marketing efforts.
- Items are due no later than September 30, 2011.
- Please indicate your participation below:  
\_\_\_\_\_ YES \_\_\_\_\_ NO

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

**ARTIST SELECTION / NOTIFICATION:** Artist understands that submission of this Application does not guarantee selection into the WorldFest event to be held Saturday, October 22, 2011 and Sunday, October 23, 2011 at Addison Circle Park, Addison, Texas ("WorldFest" or the "Event"). Artist also understands that previous participation in Addison events does not guarantee selection into the Event. Artists will be e-mailed or mailed notification of acceptance or non-acceptance approximately thirty (30) days prior to the Event. Telephone notification will not be provided prior to a written notification. Artists placed on the waiting list will be notified as performance space becomes available. Specific performance times and other information will be provided to Artist within fourteen days prior to the Event.

**AUTHORIZATION:** Artist agrees that it shall abide by and that Artist's participation in the Event is subject to all of the terms and conditions of the "Artist Rules, Regulations and General Information" attached hereto and made a part hereof for all purposes, and Artist represents and warrants that Artist has read and understands the same.

*Please fully read the attached and updated "Artist/Performer - Rules, Regulations and General Information" before submitting your application.*

Signature \_\_\_\_\_

Title / Designation \_\_\_\_\_

Date \_\_\_\_\_

**IMPORTANT DATES**

**September 1**  
Application Deadline

**Saturday, October 22**  
**Noon – 6:00 pm**  
WorldFest

**Sunday, October 23**  
**Noon – 6:00 pm**  
WorldFest

**SUBMIT TO**

Town of Addison  
Attn: WorldFest Performance  
P.O. Box 9010  
Addison, TX 75001-9010

Fax: 972-450-2834  
Email: [Worldfest@addisontx.gov](mailto:Worldfest@addisontx.gov)

**FOR MORE INFORMATION**

Email: [worldfest@addisontx.gov](mailto:worldfest@addisontx.gov)  
Phone: 972-45-2851

**APPLICATION CHECKLIST**

- ✓ **Completed & Signed Application**
- ✓ **Stage Plot**
- ✓ **Performance Description**
- ✓ **Signed Liability Waiver**

**EACH PERFORMER IN THE GROUP MUST SIGN THE FOLLOWING WAIVER**

Please Return Signed Waiver By: **SEPTEMBER 30, 2011**

**RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

*(Entertainer)*

I, \_\_\_\_\_, the undersigned, desire and voluntarily choose to participate in the WorldFest event ("WorldFest") to be held on Saturday, October 22 and Sunday, October 23, 2011 at Addison Circle Park, located in the Town of Addison, Texas (the "Town"). My participation in WorldFest will be providing a musical or other artistic performance, or providing some other service or performing some other function having to do with and directly related to the arts, and is described in an Entertainment Agreement regarding WorldFest between the Town and \_\_\_\_\_.

In consideration of the privilege of my participation in the WorldFest and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the Town to allow me to participate in WorldFest, I, the undersigned, voluntarily choose to participate in WorldFest, and do hereby **AGREE TO AND ASSUME ANY AND ALL RISKS with respect to any loss, harm, injury (including death), accident, incident, action, occurrence or activity which may occur in connection with WorldFest, and do hereby RELEASE, WAIVE, ACQUIT, AND FOREVER DISCHARGE** the Town of Addison, Texas and the elected officials, the officers, employees, agents, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, agents, representatives, and volunteers of the Town of Addison being each an "Addison Person" and collectively the "Addison Persons") from, and do **COVENANT NOT TO SUE** the Addison Persons (or any of them) for, any and all claims, liability, judgments, lawsuits, demands, harm, losses, damages, proceedings, actions, causes of action, fees, fines, penalties, expenses, or costs (including, without limitation, attorneys fees and court costs) whatsoever for or related to any illness or injury of any kind or nature whatsoever (including, without limitation, death), or any damage to or destruction of any property, or any other harm or loss whatsoever, (collectively, "Claims"), which I may sustain or suffer in connection with or related to my participation in WorldFest, **INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS WHICH ARISE FROM, OR ARE ALLEGED OR FOUND TO HAVE BEEN CAUSED BY, IN WHOLE OR IN PART, THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

**UNDERSIGNED'S INDEMNITY OBLIGATION.** For the consideration as set forth and described above, I hereby agree to **FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS** the Addison Persons and each of them from and against any and all Claims that arise out of, result from, or relate to my representations herein made and my participation in WorldFest. **SUCH DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

I further understand, acknowledge, and agree that the Town and all other Addison Persons are and will not be responsible or liable for any medical costs or expenses of any kind whatsoever associated with or related to any injury or damage that I may sustain or suffer in connection with or related to my participation in WorldFest. I also understand that I should, and am urged by the Town, to obtain adequate health, medical, and accident insurance to cover any injury or harm to me that I may sustain during or in connection with WorldFest.

It is my express intent that this Release, Waiver of Liability, and Indemnity Agreement ("Release") shall and does bind all of the members of my family (to which I am related, whether by affinity or by consanguinity) (my "Family"), if I am alive, and my heirs, assigns, successors and personal representative(s) (my "Heirs"), if I am not alive, and shall be deemed as a **RELEASE, WAIVER, ACQUITTAL, AND DISCHARGE OF, AND COVENANT NOT TO SUE**, the above named Addison Persons, or any of them, as set forth in this Release for any and all purposes by my Family and my Heirs. It is further agreed that the execution of this Release and the conduct of WorldFest does not and shall not constitute a waiver by the Addison Persons or any of them of any immunity or defense or tort limitation of any kind, or any other defense, claim, cause of action or assertion of any kind or nature whatsoever.

**I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT AND THAT BY SIGNING IT I AM GIVING UP MY RIGHT TO SUE OR OTHERWISE MAKE A CLAIM** against the Town and the other Addison Persons for any loss, damage or injury (including, without limitation, death) which may arise or which I may incur during my participation in and attendance at WorldFest. The provisions of this Release are severable, and if any provision hereof is held to be illegal, invalid or unenforceable under present or future constitution or laws, such provision shall be fully severable and this Release shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. This Release shall be construed according to the laws of the State of Texas (without reference to its conflict of laws provisions), and exclusive venue for any action under this Release lies in Dallas County, Texas.

**I HAVE READ THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, HAVE FULLY INFORMED MYSELF OF ITS CONTENTS BEFORE I HAVE SIGNED IT, AND I UNDERSTAND ITS TERMS AND CONDITIONS.** I have not relied upon any representations made by the Town or any other Addison Persons in signing this Release. I further certify that I am at least eighteen (18) years of age, am in sound mental health and fully competent, and am fully capable of making this Release.

**AGREED AND ACCEPTED BY:**

Participant Signature (or Legal Guardian): \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Name \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Name: \_\_\_\_\_

## ARTIST RULES, REGULATIONS AND GENERAL INFORMATION

**VENUE INFORMATION:** Artists are expected to arrive 30 minutes before allotted performance time. **Artists who do not arrive 30 minutes before allotted performance time are subject to cancellation of their performance. Artists who are not at their performance stage at the time of their performance, will not be allowed to perform. Performances can only be rescheduled at a later time with approval from the Addison Director of Special Events.** Addison will provide the stage and sound system for the performance area. There is limited dressing space available so please plan accordingly. There will not be a secure location for personal items so please make other arrangements for these items.

**RELATIONSHIP OF PARTIES:** In connection with the Event and Artist's participation therein, Artist is an independent contractor and customer and is not as an employee, agent, servant, or representative of the Town of Addison, Texas ("Addison"). Notwithstanding any other provision of these Artist Rules, Regulations and General Information (the "Artist Rules"), nothing herein is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise; or to allow Addison to exercise discretion or control over the professional manner in which Artist performs the services which are the subject matter hereof; provided always however that the services to be provided by Artist shall be provided in a manner consistent with these Artist Rules and with all applicable laws, ordinances, rules, codes, standards, regulations, and policies regarding the same, including, without limitation, the laws, charter, ordinances, rules, codes, standards, regulations, and policies of Addison.

**COMPENSATION:** No compensation (\$0.00) is due or owed to Artist for or in connection with its performance at the Event. Artist shall perform free of charge.

**GENERAL GUIDELINES:** Artist recognizes, acknowledges, and agrees that WorldFest is a family-oriented event for entertainment purposes only and is solely for the display, presentation and exhibition of cultural arts, crafts, jewelry, gifts, language, music, dance, furniture, dress, fashion, food, drink, and gardens Artist shall not use profanity of any kind.

Artist and all persons participating or performing with Artist are and shall at all times be and remain liable and responsible for their acts and omissions, including, without limitation, their operations and conduct at or in connection with the Event. In connection with the Event and as a condition to performing at the Event, Artist and all persons participating or performing with Artist agree to and shall submit at a date and time required by Addison a Release, Waiver of Liability, and Indemnity Agreement, the form of which will be provided by Addison.

**ARTIST RESPONSIBILITY:** Artist is and shall at all times be and remain responsible and liable for the acts and omissions of Artist and of all persons associated, involved, and/or participating with Artist in connection with the Event, including, without limitation, all owners, directors, partners, managers, officers, employees, representatives, agents, contractors, consultants, concessionaires, musicians, artists, and invitees of Artist, and their respective owners, officers, employees, directors, agents, representatives, and contractors (together, "Artist Persons") in connection with or related to the Event, including, without limitation, during the period of Artist's performance and during any travel to and/or from the Event Site.

**PERFORMANCE:** Performance times and locations shall be provided to Artist within fourteen days prior to the Event. Artist shall, at least fourteen (14) days prior to the first day of the Event, provide to the Director of Special Events or the Director of Special Events' designee a detailed outline of Artist's program to be performed at the Event (the "Program"), all staging requirements, and all other information required by Addison personnel concerning the Event and the Program. Artist recognizes, acknowledges, and agrees that the Event is a family oriented event for entertainment purposes only, and is not a religious or political event (and is not an event that promotes or suggests any religious or political agenda). Artist shall perform and provide the Program and its services accordingly, and shall not, directly or indirectly, make religious or political statements of any kind or nature or promote, encourage, advance, suggest or reference a religious or political agenda, and shall not use profanity of any kind.

**LOCATION:** The Program shall be provided and performed at Addison Circle Park, 15650 Addison Circle Drive, Addison, Texas (the "Event Site") (being an extension and the outdoor portion of the Addison Conference and Theatre Centre), on one of the stages (the "Stage") that will be determined by Addison within fourteen days prior to the Event. The Program shall be provided and performed in accordance with all of the term, conditions and provisions of this agreement.

**LOAD IN, LOAD OUT:** Artist shall allow at least 30 minutes prior to performance of the Program for load in. Artist shall have a reasonable amount of time to set up the Program prior to its commencement and to tear down the Program after its conclusion. Artist shall be prepared to begin the Program and performance precisely at the date and time set by the Director of Special Events or designee. Such load-in and load-out shall be conducted in an expeditious manner by Artist, and shall be conducted in a manner such that other programs and performances are not disturbed or inconvenienced. Artist shall not park any vehicle on or near the Event Site in other than designated parking areas.

**SIGNS:** Artist shall use and display only those signs (as well as other devices which may be used or are intended to convey or display a message or information) which pertain directly to the Event and which have been approved by Addison at least fourteen (14) days before the Event. Artist shall comply with any and all sign permit requirements, and all other requirements or standards of the Town of Addison, Texas, for the display of such signs.

**ARTIST EQUIPMENT:** Unless otherwise agreed by the parties in writing, Artist shall provide all necessary equipment for the Program and performance at Artist's sole expense. Addison is not responsible for any equipment unless otherwise specifically provided for in this agreement. Addison shall provide standard sound.

**COMPLIANCE WITH LAWS:** The Program and all of Artist's activities in connection with or related to the Event shall be conducted in a clean, orderly, and legitimate manner and in accordance with all federal, state and local (including, without limitation, the Town of Addison, Texas) laws, rules, regulations, codes, ordinances, standards, and policies, whether now existing or hereafter established. All trash, garbage, or rubbish of any kind, including, without limitation, glass, bottles, or cans of any kind, shall be deposited by Artist and any of Artist Persons in trash receptacles or containers approved by Addison and located upon the Event Site.

Artist agrees to deduct, pay and remain solely responsible for any necessary worker'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 Artist's obligations arising under this agreement, and Artist will **indemnify and hold harmless** Addison and its officials, officers, employees, representatives, agents, and volunteers 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.

**REPRESENTATIONS, WARRANTIES OF ARTIST:** Artist warrants and represents that (i) it has the right and authority to enter into this agreement and to fully perform its obligations contained herein, (ii) all goods, equipment, and other materials provided by Artist shall be safe, fully operational, and will not cause injury or damage to any person or property, (iii) all Artist Persons shall be adequately trained and capable of performing their required duties and that such Artist Persons shall, at all times, act in a safe manner, without causing injury or damage to any person or property, and (iv) that in performing its obligations under this agreement it is not and will not be infringing upon any property right, copyright, patent right, or other legal right of any person or entity. Artist has and assumes full and sole responsibility for payment of any and all copyright (and any other intellectual property right) royalties in connection with or related to the Program and performance provided hereunder, and has and assumes full and sole responsibility for any copyright (or other intellectual property right) infringement which may occur or result in connection with the Program and performance at or in connection with the Event.

**ADDISON AUTHORITY; ARTIST WAIVER:** Addison has the right to control and manage the Event and to implement and enforce its laws, codes, rules, standards, and policies in connection therewith. **Addison may, through its duly appointed representatives, remove any objectionable person(s) from the Event Site, and Artist WAIVES any claims for damages against Addison or any of its officers, agents or employees resulting from the exercise of this authority.** Addison may manage and control all parking facilities on the Event Site.

If any act or omission of Artist or any of Artist Persons is in violation of or conflict with, as determined by Addison, any laws, ordinances, rules, regulations, standards or policies of Addison, or with the theme of the Event, while Artist is on Addison's property (including, without limitation, the Event Site), or if Artist is in breach of any provision of these Artist Rules, and Artist or any of Artist Persons fails or refuses to immediately correct the same upon oral or other notification by Addison, then Addison shall have the right to immediately terminate or postpone Artist's Program and performance and to terminate and cancel this agreement, and **in such event Artist shall not have any and hereby WAIVES any and all claims of any kind whatsoever (including, without limitation, any claims for costs, damages, losses, or lost or anticipated profits) against Addison, its officials, officers, employees, representatives, agents, and volunteers arising from or out of such termination, cancellation or postponement,** and Addison shall not be required to compensate Artist under this agreement and any compensation paid to or on behalf of Artist by Addison shall be promptly refunded by Artist to Addison.

Artist(s) and Artist Persons shall not be under the influence of any intoxicating beverages, narcotics or drugs at any time while on Addison's property (including, without limitation, the Event Site). If Artist or any of Artist Persons suffers any physical, mental, or other disability, including, but not limited to, changes in physical appearance or voice that will, in Addison's sole judgment, interfere with Artist's Program and performance (together, "Disability"), then Addison may cancel or postpone Artist's Program and performance and terminate this agreement. **In such event, Artist shall not have and hereby WAIVES any and all claims of any kind whatsoever (including, without limitation, any claims for costs, damages, or lost or anticipated profits) against Addison, its officials, officers, employees, representatives, agents, and volunteers arising from or out of such termination, cancellation or postponement,** and Addison shall not be required to compensate Artist under this agreement and any compensation paid to or on behalf of Artist by Addison shall be promptly refunded by Artist to Addison.

Since the essence of this agreement concern the specific individual(s) and the unique personality(ies) and talents of Artist, Addison will only pay the compensation specified in this agreement if the Artist performing is, in fact, the specific Artist agreed upon. If in the case of a group, the entire group does not perform, or if the Artist is not the Artist specified in this agreement, payment of the compensation shall not be required unless Artist has notified Addison of the change in advance of the performance and Addison has agreed, in writing, to allow the group to perform with less than the entire group or with performers other than those contemplated when this agreement was executed.

The Program dates and hours shall be those determined by Addison and may be modified by Addison, although Artist shall have a reasonable amount of time to set up the Program prior to its commencement and to tear down the Program after its conclusion. Set up and tear down shall be conducted in a manner such that other programs are not disturbed or inconvenienced. Addison reserves the right to regulate the hours of the Program and the Event.

**ARTIST'S DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION:** Artist covenants and agrees to **FULLY DEFEND** (with counsel reasonably acceptable to Addison), **INDEMNIFY** and **HOLD HARMLESS** the Town of Addison, Texas and the elected officials, the officers, employees, agents, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities, (each an "Addison Person" and collectively the "Addison Persons") from and against any and all claims, actions, causes of action, demands, losses, harm, damages, fines, penalties, liability, liens, expenses, lawsuits, judgments, proceedings, costs, and fees (including, without limitation, reasonable attorney fees and court costs), of any kind and/or nature whatsoever, made upon or incurred by any Addison Person, whether directly or indirectly, (collectively, the "Claims"), that arise out of, result from, or relate to (1) the performance by, and Program of, Artist pursuant to this agreement at or in connection with the Event, (2) representations or warranties by Artist hereunder in connection with the Event, and/or (3) any other act or omission under or in performance of this agreement by Artist or any of Artist Persons at or in connection with the Event. **SUCH DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Artist shall promptly advise Addison in writing of any claim or demand against any Addison Person or Artist related to or arising out of Artist's activities hereunder and shall see to the investigation and defense of such claim or demand at Artist's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving Artist of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth herein, shall survive the termination or expiration of the Event, Artist's performance at the Event, and this agreement.

**WAIVER AND RELEASE; ASSUMPTION OF RISK:** Artist, for itself and the Artist Persons; do hereby **RELEASE, WAIVE, ACQUIT, FOREVER DISCHARGE and COVENANT NOT TO SUE** Addison and Addison's officials, officers, employees, agents, representatives, and volunteers (both in their official and private capacities) (together for purposes of this subsection, "Released Persons") from any and all claims, actions, causes of action, demands, losses, harm, damages, penalties, liability, expenses, lawsuits, judgments, costs, and fees of any nature or kind whatsoever (together for purposes of this subsection, "Claims") which Artist or any of Artist Persons may sustain or incur in connection with, arising out of, or related to, in whole or in part, the Event and Artist's participation therein pursuant to this Agreement, including, without limitation, any and all Claims for personal injury or loss to any person (including, without limitation, death) or damage to or destruction or loss of any property, and **INCLUDING ANY CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED BY, IN WHOLE OR IN PART, THE RELEASED PERSONS' (OR ANY OF THEM) OWN NEGLIGENCE, GROSS NEGLIGENCE, OR CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.** The provisions of this paragraph shall survive the termination of this agreement and the Event.

Artist and the Artist Persons **ASSUME THE RISK** of all conditions, whether dangerous or otherwise, in and about the premises of Addison (and including, without limitation, the risk of damage to or destruction of property or injury to or death of any person in or about the Event Site, other premises or property used in connection with the Event, or any adjacent premises or property owner or under the control of Addison) in connection with, arising out of, or related to the Event and Artist's participation in the Event pursuant to this agreement, and **WAIVE** any and all specific notice of the existence of any defective or dangerous condition in or about the said premises.

The provisions of this Waiver and Release, and Assumption of Risk, shall survive the expiration or termination of the Event, Artist's performance at the Event, and this agreement.

**By submitting an Artist/Performance Application for the Event, the Applicant fully WAIVES any and all claims, damages, suits or proceedings which it has or may have against Addison, its officials, officers, employees, representatives, agents, and volunteers arising out of or relating to Addison's processing of or decision regarding the Artist/Performer Application and Applicant's participation (or non-participation) in the Event, and further RELEASES, FOREVER DISCHARGES, and COVENANTS NOT TO SUE Addison and its officials, officers, employees, representatives, agents, and volunteers in connection therewith. The provisions of this paragraph shall survive the expiration or termination of the Event, Artist's performance at the Event, and this agreement.**

**ASSIGNMENT:** Inasmuch as this agreement is intended to secure the specialized services of Artist, Artist shall not and shall have no power or authority to sublet or assign, or otherwise transfer or convey, in any manner whatsoever (including, without

limitation, by operation of law or otherwise), this agreement to any other person, or any of the privileges, rights, duties, or obligations conveyed or set forth herein, except with the prior written approval of Addison. Any approved assignee or transferee approved in writing by Addison shall be subject to all the provisions and requirements of this agreement.

**RELEASE:** Without limiting any other provision of this agreement, Artist hereby **RELEASES Addison, its officials, officers, employees, agents, representatives, and volunteers (both in their official and private capacities), from any claims, actions, demands, liability, loss, or other harm** for any loss or damage sustained by reason of any defect of any part of the water supply system, the sewage and drainage system, the gas system, electrical apparatus or wiring on the Event Site or on any other premises or bandstand, and for any loss or damage resulting from fire, theft, water, tornado, rain, snow, strikes, civil commotion or riot, or otherwise. The provisions of this paragraph shall survive the expiration or termination of the Event, Artist's performance at the Event, and this agreement.

**POSTPONEMENT, CANCELLATION OF EVENT; RELEASE:** Addison reserves and has the right, in its sole discretion, to postpone or cancel the Event and the Program for or as a result of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, inclement weather, war or terrorism or the potential or actual threat thereof, public safety or public welfare considerations, riots, strikes, or local, national or international emergencies, act of God, or other reason of like nature (any such event or reason being a "Force Majeure Event"), or for any other reason (or for no reason) whatsoever. Without limiting any other provision of these Artist Rules, should the Event be postponed or canceled due to a Force Majeure Event or for any other reason (or for no reason) whatsoever, Artist hereby **RELEASES and FOREVER DISCHARGES Addison, its officials, officers, employees, agents, representatives, and volunteers (both in their official and private capacities) from any and all liability, losses, harm, and claims for damages, and any other actions or claims whatsoever, which result from or arise out of such postponement or cancellation.** The provisions of this paragraph shall survive the expiration or termination of the Event, Artist's performance at the Event, and this agreement.

**COPYRIGHTED MATERIAL:** Artist hereby gives to Addison the permission and a license to use any copyrighted material to which Artist may own a right. **Without limiting any other provision of this Contract, Artist agrees NOT TO SUE Addison for any potential infringement thereof.** The provisions of this paragraph shall survive the expiration or termination of the Event, Artist's performance at the Event, and this agreement.

**INSPECTION:** Addison may designate certain of its employees, officers or agents as inspectors and Artist agrees that the inspectors have the right, at any time and as often as Addison may consider necessary, to inspect any property, services or activities of Artist on the Event Site. Artist shall give the inspectors free access to any space used by Artist or under its control for the inspection and will, upon request of an inspector, operate any machinery, mechanical devices, or electrical appliances owned, maintained, or in the possession of Artist on the premises or operate any process or activities carried on by Artist. The police and fire departments or other authorized agents of Addison shall be given free access at any time to any space used by Artist or under its control, for the purpose of maintaining order and safety or of enforcing any governmental law, code, standard, policy, rule, or regulation, including, without limitation, any law, code, standard, policy, rule, or regulation of Addison.

**NO LIABILITY FOR ARTIST PROPERTY; RELEASE AND WAIVER:** Without limiting any other provision of this Agreement, Addison assumes no responsibility for any property placed on the premises of the Event Site by or on behalf of Artist, and Artist **RELEASES Addison, its officials, officers, employees, agents, representatives, and volunteers (both in their official and private capacities) from, and WAIVES any and all claims, actions, or liabilities against Addison, its officials, officers, employees, agents, representatives, and volunteers (both in their official and private capacities) for, any loss, injury or damage to persons or property or any other harm or loss whatsoever that are sustained by reason of the occupancy of the Event Site under this Agreement. Any watchmen or other protective service desired by Artist other than that provided by Addison must be arranged for by special agreement with Addison.** The provisions of this paragraph shall survive the expiration or termination of the Event, Artist's performance at the Event, and this agreement.

**NO REPRESENTATIONS REGARDING EVENT PREPARATION:** Artist agrees that no representations have been made by Addison or by any of its officials, officers, employees, agents, representatives, or volunteers that the preparation of the Event Site will be advanced to any particular stage upon any particular date or that any warranty is being made as to the opening date of the Event. It is understood that Addison is making every reasonable effort to proceed with the preparation and construction of the Event site so that the Event will open as scheduled; and that Artist will have a reasonable period of time on the date of the Program for the preparation of the Program. **If the Event or any portion thereof does not open as scheduled or at all, Addison will be under no liability to Artist for any claims for damages or any loss whatsoever.** The provisions of this paragraph shall survive the expiration or termination of the Event, Artist's performance at the Event, and this agreement.

**USE OF PHOTOGRAPHS, IMAGES:** The Artist does hereby grant permission to Addison to use photographs or images of the Program in advertising, publicity or promotion of Addison at no payment or remuneration to the Artist or any of Artist Persons. The provisions of this paragraph shall survive the expiration or termination of the Event, Artist's performance at the Event, and this agreement.

**REMOVAL OF ARTIST PROPERTY:** All property of the Artist shall be removed from the Event Site within 30 minutes after performance (the "Time of Removal") or prior to the Time of Removal in the event of termination of this Agreement. If any part of the Artist's property is not vacated at or before the Time of Removal or within a reasonable time following the termination hereof, then Addison is authorized to remove from the Event Site and store, without resorting to any legal proceeding and at the sole expense of the Artist, all property occupying a portion of the Event Site and shall not be liable for any damage to or loss of any property sustained during its removal and storage.

**NONEXCLUSIVE AGREEMENT.** Artist acknowledges and understands that the privilege to provide services for and/or in connection with the Event granted herein, and to participate in the Event pursuant to this agreement, is nonexclusive.

**ADDISON RULES, REGULATIONS:** This agreement is subject to any and all rules and regulations imposed by Addison or its authorized representatives.

**NOTICES:** All notices provided for or permitted under this agreement shall, unless otherwise provided for herein, be in writing and shall be delivered personally, or sent by certified or registered U.S. mail, postage prepaid and return receipt requested, to the Party to be notified, at the address for such Party set forth above (and such notices shall be deemed effective upon receipt). If based upon the then existing circumstances (e.g., during the Event), it is not feasible or practical to give written notice, oral notice may be given.

**ENTIRE AGREEMENT:** These Artist Rules, together with the Artist/Performance Application, contain the entire agreement of Addison and Artist and may not be amended, modified or altered without express written consent of Addison.

**SEVERABILITY:** If any paragraph, provision, sentence, clause, or any other part of this agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there shall be added automatically as a part of this agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

**AGREEMENT UNDERSTOOD:** Artist certifies to Addison that Artist has read these Artist Rules, has fully informed itself of the contents hereof before signing it, and understands the terms and conditions hereof. This agreement shall be deemed to have been jointly drafted by each of Addison and Artist.

**TIME OF ESSENCE:** Time is of the essence of this agreement and in each provision contained in it.

**APPLICABLE LAW; VENUE:** This agreement shall be construed under and governed by the laws of the State of Texas, without regard to choice of law rules, and all obligations created by this Agreement are performable in Dallas County, Texas. Venue for any action under this Agreement shall lie exclusively in Dallas County, Texas, and Addison and Artist each submits for all purposes to the jurisdiction of the courts thereof.

**REMEDIES CUMULATIVE; NO WAIVER; SURVIVAL OF RIGHTS:** The rights and remedies provided by this agreement are cumulative and the use of any one right or remedy by Addison shall not preclude or waive its right to use any or all other rights and remedies. Said rights and remedies are given in addition to any other rights Addison may have by law statute, ordinance, or otherwise. It is not a waiver of or consent to a breach, failure to perform, or default of this agreement if the non-defaulting party fails to declare promptly a default or delays in taking any action. Any rights and remedies Addison may have arising out of this agreement shall survive the cancellation, expiration or termination of the Event and this agreement.

**NO THIRD PARTY BENEFITS:** This agreement and each of its provisions are solely for the benefit of Addison and Artist and are not intended to create or grant, and do not create or grant, any rights, contractual or otherwise, to any third person or entity.

**CONSTRUCTION OF CERTAIN TERMS; HEADINGS:** Defined terms used in this agreement may be used interchangeably in singular or plural form, and pronouns shall be construed to cover all genders. Section and subsection headings are for convenience only and shall not be used in the interpretation of this agreement.

"Includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

**AUTHORIZED PERSONS:** Artist warrants and represents that the officer and/or agent of Artist executing the Artist/Performance Application is the properly authorized person and has the necessary authority to execute this agreement on behalf of Artist, and Artist hereby certifies to Addison that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.