

September 15, 2019  
set up: 10-12noon, breakdown 5-6:30  
Return to futurefest@kid-museum.org

## FUTUREFEST PARTICIPATION AGREEMENT

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

Exhibitor Full Name: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Country: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Exhibit Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

URL: \_\_\_\_\_

KID MUSEUM agrees to the participation of the person or organization identified above ("Exhibitor") in FutureFest, and the Exhibitor agrees to participate, in accordance with terms of this Agreement. In this Agreement, "we" or "us" means KID MUSEUM, and "you" means the Exhibitor identified above. "Exhibit" means the display and/or demonstration, and/or other activities and materials that you provide or present in the space or work area assigned to you by us at FutureFest.

**RULES and LAWS:** You agree to comply with all applicable laws, the Exhibitor Manual, and any other requirements, and/or rules issued by us in connection with FutureFest. You're 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), license fees, or other charges applicable to your participation in FutureFest. We may terminate this Agreement and/or your participation in FutureFest if you violate this Agreement, or the standards of conduct established by us or by the venue proprietor.

**MISCELLANEOUS:** This Agreement (including the Exhibitor Manual and any accompanying Addendum) 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. This Agreement will be interpreted under MD law. Any action to enforce this Agreement must be brought in the federal or state court located in Silver Spring, MD, and the parties agree to the exclusive venue and jurisdiction of these courts. 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 of Participation, shall survive the termination or expiration of this Agreement.

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

You acknowledge that FutureFest, 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 FutureFest, your name, likeness, and any trade name and/or logo. The provisions of this paragraph will survive 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 FutureFest, 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 (including a business), that you are fully authorized to execute this Agreement on behalf of the organization.

**LIMITATIONS ON LIABILITY — INDEMNITY:** You agree that KID Museum will not be liable in any way to you if we cancel FutureFest. You waive any claim or potential claim against us if FutureFest is cancelled, and release us from any resulting or related liability, cost, expense, or damage. Neither you, nor we, our affiliates, or the venue proprietor (collectively, the "Event Providers") will be liable for lost profits or other indirect, incidental, consequential, or exemplary damages in connection with FutureFest and/or this Agreement, whether or not such Event Provider or you have been advised of the possibility of such damages or lost profits. Neither party's liability in connection with FutureFest, or under this Agreement (except for your indemnity obligations), exceeds three thousand dollars (\$3,000). No Event Provider shall be liable to you for any damage, loss, harm, injury or death to your person, property, or business, or any of your visitors, officers, agents, or employees, resulting from theft, fire, earthquake, water, unavailability of facilities, any errors or omissions in FutureFest-related materials, insufficient participation, accident, or any other reason in connection with FutureFest or related activities (such as staging), except to the extent directly attributable to our willful misconduct or gross negligence. You agree to indemnify, and hold harmless the Event Providers 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.

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

Title: \_\_\_\_\_

Name Printed: \_\_\_\_\_

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