

Mid-Michigan Enchanted Forest 2023 Season Volunteer Application/Contract Festival Run: July 15th – 30th, 2023 Saturdays and Sundays ONLY 11 AM – 6 PM, Rain or Shine

Festival Owner, Toni Knoll Tonik45@aol.com, ph 989-652-2362

The Enchanted Forest is a family-friendly event; all activities must be appropriate for children.

- "Volunteer" refers to grounds crew, cast, tavern keepers, and game referees.
- Applications are due by March 1st, 2023. Applicants will be notified by April 15th, 2023, whether they have been accepted or denied.
- Applicants and participants are required to be 18 years of age or older. Any exceptions are at the discretion of the Owner/Operator and with the written permission of a legal parent/guardian.
- See **Standards and Conditions** section for full details and information. Please read the application and contract carefully before signing.

Applicant Name	
Mailing Address	
Email Address	
Phone Number	
Have you been an Enchanted Forest Volunteer before?	YES NO
Position Requested: (Circle all that apply)	Cast Grounds Crew Tavern Keeper (age 21+)
	Game Referee
List any experience you may have in the position(s) you have chosen: (If applying for Cast, also list any unique talents you may have) (Cast only) Character Role requested:	
(Will need to attend a Cast Audition)	
(Cast only) Are you willing to accept other Character Roles?	YES NO
(Cast only) Are you willing to cut or color your hair?	YES NO
(Cast only) Are you willing to remove visible body jewelry (ear piercing, nose piercing, etc.)	YES NO If only willing to remove some, mark YES and describe which ones:
Brief description of costume/garb you would wear during Festival: (If applying for Cast, will need to bring photos to a Cast Audition)	

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Camping and Parking – On-site camping is available. Unless the use of a medical device is required, electricity will not be available to those who are tent camping. Unless the use of a medical device is required, camp sites for RVs/campers (i.e., with electricity hook-up) are available on a first-come, first-served basis. See Standards and Conditions for further details.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30		# of Tents per night?		# of RV/Campers per night?		
Size of Tent(s)?			Size of RV/Camper(s)?			

Please mark which nights in July you wish to camp on-site.

Festival Identification – Each Volunteer will be issued one Festival ID for the duration of the event. See Standards and Conditions for further details.

Off-season Activities – Volunteers are required to participate in at least two off-season events. See Standards and Conditions for more details on the level of commitment required.

Compensation – <u>Volunteers are not paid for their participation</u>. However, lunch will be provided for all volunteers each day during the festival run. Additionally, Volunteers who participate in Off-season Activities before the start of the 2023 season are eligible to receive ticket vouchers for use during that season.

- Completed application is due prior to the March 1st, 2023, application deadline or the application will be denied. No exceptions.
- Retain pages 3-4 of this application for your records.
- Mail pages 1-2 and a signed copy of page 5 to:

Mid-Michigan Enchanted Forest Attn: Volunteers 5120 Maple Rd. Frankenmuth, MI 48734

I agree that I have read, understood, and will abide by the Standards and Conditions outlined in pages 3-4 of this document.

Participant Name (printed)

Participant Signature

FOR FESTIVAL USE ONLY

This contract is not valid without a signature from a representative of the Enchanted Forest festival.

Festival Representative Name (printed)

Festival Representative Signature

Date

Date

Date

STANDARDS AND CONDITIONS

The Volunteer above agrees to abide by these Standards and Conditions as published by Mid-Michigan Renaissance Festival (MMRF), as published here and at later times in later documents and acknowledges that a violation thereof may void any contract with MMRF. In signing this application, the Volunteer grants MMRF the right to use for all promotional, educational, and other purposes to promote the Festival, any photo, video, or other reproductions of any image in which they may appear.

This application does not guarantee the acceptance of any Volunteer to participate in the Festival but if accepted, this application is also the contract. Any Volunteer who does not comply with these rules may be removed from the site and barred from future participation. All decisions of MMRF, its Owner, and any agents acting on their behalf are final. I understand all rules and regulations are subject to change with or without prior notice.

General Information

- The festival will be held rain or shine for the dates and times listed on this form. MMRF reserves the right to close early if an Act of God, nature, war, riot, epidemic, strike, an act or order of public authority, on-site mechanical difficulties (e.g., power failure) or other legitimate causes beyond the control of MMRF create conditions considered dangerous, with no refund of vendor fees or reimbursement of expenses.
- Volunteers are required to be at the MMRF site each day they are contracted to be there. If the Volunteer is absent without
 notification, MMRF reserves the right to void the contract and will not be held liable for fees.
- Volunteers are prohibited from consuming alcoholic beverages before or during festival hours.
- MMRF has zero tolerance for the illegal use of federally controlled substances; such use will be referred to local law enforcement.
- Use of tobacco or vaping products is prohibited on the stages, in vendor booths, or in the lanes and is restricted to designated areas outside the line of sight of patrons. Individuals under the legal age permitted for the use of tobacco or alcohol are always prohibited from the use of those products.
- It is recommended that Volunteers carry with them a copy of their health insurance and a list of medications and/or allergies in the event of a medical emergency.

Registration and Festival ID

- Daily check-ins during the run of festival are required. Volunteers should be in garb and report at the following locations and times:
 - o Cast Castle Stage at 10:00AM
 - o All other Volunteers Behind the Ticket Booth at 9:30AM
- A Festival ID is required for entry to the Enchanted Forest and to camp. Volunteers will register at the ticket booth to obtain their Festival ID which they must keep with them at all times or risk being denied entry. Family, friends, and guests of the Volunteer are required to purchase a ticket for entry.

Set up/Tear down

- Unless specifically informed otherwise, Volunteers are expected to provide all equipment needed for their assigned tasks.
- No motor vehicles will be permitted to drive onto the lanes after 9.45AM and all motor vehicles are to be cleared from the lanes no later than 10.00AM. Due to the narrow lanes, Volunteers will need to unload and remove their vehicles from the lanes before reporting to their assigned area.
- Depending on time, weather, road conditions, and other considerations the lanes may be impassable for motor vehicles.
 Volunteers are encouraged to bring a hand cart or other human powered vehicle for transporting gear and/or trash to and from their assigned area.

Camping and Parking

- Camping and parking are available ONLY in the south field. The north field is reserved for patron parking. Only registered
 festival participants in possession of a Festival ID will be permitted to camp. No outside visitors are permitted in the camping
 site.
- Camping site is rustic and electricity is limited; requests for electricity will be honored on a first come, first served basis.
 Unless the use of a medical device is required, electricity will not be available to those who are tent camping.
- All campers are responsible for the care and maintenance of their campsite and for taking all their trash to the dumpster located outside of the Forest grounds.
- No ground-level fires are permitted fires must be contained within a raised fire pit. The use of fireworks, fire-based props, or toys is not permitted in the camping area.
- Quiet hours are from 10pm to 6am. Please limit light and noise during this time.

Operations

- Trash receptacles located on the lanes are for the benefit of our patrons. VOLUNTEERS ARE REQUIRED TO TAKE THEIR TRASH DIRECTLY TO THE DUMPSTER LOCATED OUTSIDE OF THE FESTIVAL GROUNDS. Violators will be charged a \$20 fine per instance. Repeat violators may have future applications denied.
- Water is available at the ticket booth and has been tested and certified by the health Department of Tuscola County.
- Any and all belongings, including but not limited to merchandise, personal property, storage containers, camping
 equipment, and structures, remaining on festival grounds 30 days after the end of the event will become the property of
 MMRF to dispose or make use of as seen fit with no further warning, written or verbal.

Weapons

- Volunteers are NOT permitted to carry weapons while on festival grounds.

Off-season Activities

There are two different kinds of Off-season Activities – Community Action Days (CADs) and Promotional Events. Off-season Activities are announced via Facebook.

- CADs are held on festival grounds and involve maintaining and improving the site. Activities may include, but are not limited to, leaf and debris removal, weeding of garden beds, painting, etc. Volunteers should bring their own tools/equipment needed to perform the announced tasks for a given CAD.
- Promotional Events are usually held off-site and involve advertising for the Enchanted Forest in some manner.
 Garb/costumes are required for these events. Past events have included walking in parades, manning a table/booth at a convention, handing out flyers at other festivals, etc.

Small Print

- The Parties in this Contract intend their relationship be one between an independent contractor (Volunteer) and customer (MMRF). No Volunteer shall be or deemed to be an employee, agent, servant, representative, or contractor of MMRF and are entitled to 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, sufficient coverage for work-related injuries, employers' liability coverage, auto liability coverage, and general liability coverage shall be available from or through MMRF to Volunteers at any time. Volunteer shall remain liable for their acts during the performance of any Volunteer's obligations arising under the Contract and during any travel to and/or from MMRF.
- The Contract represents the entire agreement between the parties hereto and supersedes all prior negotiations and/or
 agreements between the parties. Any additions, deletions, or revisions to the Contract made by Volunteer must be in writing,
 signed, and dated by both Parties to be valid.
- Volunteer agrees to comply with all local ordinances and codes, state and federal statutes and regulations, and CDC guidelines, whether existing or in the future, in performing its obligations arising out of the Contract.
- The Volunteer represents and warrants that in performing their obligations under the Contract they are 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 the Volunteer is infringing upon or violating any property right, patent right, or other legal right by performing the services contemplated herein, then the Volunteer will indemnify, defend, and hold harmless MMRF against and from any and all loss, claim, damage, cost, attorney fees or other loss whatsoever.
- Any damage to MMRF property or rented equipment which results from the acts or omissions of the Volunteer shall be the
 responsibility of the Volunteer; payment for any such damage shall be made by the Volunteer within thirty (30) days of
 written notification of the damage by MMRF.
- If a provision of this Contract 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 the Contract; or the validity or enforceability in other
 jurisdictions of that or any other provision of this Contract.

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

This agreement releases Mid-Michigan Renaissance Festival (MMRF) and Grainger Family LLC (GFLLC) and any of their owners/operators, management, affiliates, employees, vendors/merchants, entertainers, sponsors, cast, crew, volunteers, and/or their kin (family) from any and all liability relating but not limited to injuries; property damage; theft that may occur prior to, during, and following the conclusion for the event. By signing this agreement, I agree to hold MMRF/GFLLC et al. entirely free from any and all liability. In signing, I agree MMRF/GFLLC et al. are to be held harmless in any and all capacities; including but not limited to financial responsibility for injuries incurred; theft and damage/destruction to personal property; tax and finance disputes; vandalism; personal injury; mental distress; loss of income; injury to others; injury to a patron and/or any other participant; and/or vehicular damage regardless of whether any of the previous are caused by personal negligence, acts of god, and/or acts of others.

I swear I am participating voluntarily with MMRF/GFLLC, and the risks have been made clear to me, and I do not have any conditions which will increase the likelihood I will experience injuries while engaging pre-season, during season, and post season Event activities. I assume all responsibility for myself, my body, my mental state and that of any owners/operators, management, affiliates, employees, vendors/merchants, entertainers, sponsors, cast, crew, volunteers, and/or their kin (family), or guests associated with my contracted event and for any damages caused by the aforementioned to the property or the structures on the property.

By signing, I forfeit all rights to bring any suit against MMRF/GFLLC et al. for any reason. In return, I and those aforementioned for whom I have assumed responsibility will be permitted to participate in the event. I will also make every effort to obey all safety precautions, MMRF/GFLLC rules and regulations, MMRF Codes of Conduct, Michigan State Law, tax laws, and federal laws.

I acknowledge I will assume all responsibility for my actions, the actions of my management, affiliates, employees, sponsors, crew, volunteers, and guests. I agree not to possess or consume any controlled substances as defined in the Controlled Substances Act unless prescribed by a physician in accordance with federal law while the MMRF/GFLLC property. I agree that should provisions of this Agreement become illegal, invalid, or unenforceable in any jurisdiction, it 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.

I HAVE READ THIS CONTRACT AND RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARENTEE 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 EXTEND ALLOWED BY FEDERAL AND MICHIGAN STATE LAW.

Name (printed)

Signature

Date