

### 3rd Annual Italian American Heritage Festival Saturday, April 27, 2024



### **ENTERTAINMENT PARTICIPATION AGREEMENT**

Organization:		
Address:		
Te	lephone: Cell Phone:	
Email:		
1.	I, the undersigned, have read all the above guidelines governing the Italian American Heritage Festival (IAHF) and agree to adhere to the rules that are outlined within it.	
2.	I agree that everyone working in my organization will also read and adhere to the guidelines.	
3.	I understand that the Events Staff reserves the right to limit the participation of our performance at any time.	
4.	I agree to indemnify and hold harmless IAHF its agents and employees from all claims or lawsuits for damages or injuries of any kind or nature which occur because of or arising out of the use of the property by the artist/organization(s) and their guests pursuant to this agreement.	
	NATURE DATE	
(Manager, Director, Artist, Musicians, Vocalist, Organization)		



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#### PARTICIPANT WAIVER, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND WARNING

In consideration of being allowed to participate in any way with Italian American Heritage Festival (IAHF) programming, related events and activities, the undersigned acknowledges, understands, and agrees that:

- I, for myself and on behalf of my heirs, assigns, personal representatives, and/or on behalf of the
  minor child participant named below, hereby release, hold harmless, and indemnify IAHFG, their
  officials, employees, other participants, sponsoring agencies, sponsors, and advertisers
  ("Releasees"), with respect to any and all injury, illness, disability, death, or loss of damage to
  person or property, whether arising from negligence of the Releasees or otherwise.
- 2. The risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies does exist, and it is impossible to eliminate the risk that I could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease.
- 3. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Releasees or others and assume all full responsibility for my participation.
- 4. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
- 5. The risk of injury and/or illness from the activities involved in the program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist.

Participant Signature:	
Print Name of Participant: _	
Date:	

#### FOR PARENTS AND/OR LEGAL GUARDIANS OF MINOR CHILD PARTICIPANTS:

Print Name of Parent/Participant/Guardian:

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

I agree to and verify the following: 1. I am the parent or legal guardian for \_\_\_\_\_\_\_, and I agree that I am signing this Release on behalf of the minor child and the minor child shall be bound by the terms of this Release. 2. I agree to assume all risks identified herein and otherwise in the minor child participating in and using the programs, services, facilities and equipment of the IAHF, including all risk of injuries, illness, and death that could result, and further agree to release, hold harmless, and indemnify the Releasees from any and all claims, demands, damages, losses, expenses, injuries that result from acts of negligence by the Releasees that I, or my minor child may sustain as a result of the minor child's participation in IAHF. 3. In case of an emergency where I cannot be reached, I hereby authorize the IAHF to obtain and provide what medical treatment is deemed necessary for the immediate welfare of the minor child. I have read this Release in its entirety, and I fully understand its terms, understand that I have given up substantial rights by agreeing to it on my own behalf, my heirs, assigns, and personal representatives, and/or on behalf of the minor child participant, and his/her heirs, assigns, and personal representatives, and I am signing it freely and voluntarily without any inducement. Parent/Participant/Guardian Signature: \_\_\_\_\_\_\_



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#### **INSURANCE**

Vendors must supply Fountain Inn with a certificate of general liability insurance <u>listing 'IAHF Heritage Festival'</u> as an <u>additional insured for the dates of the event. April 27, 2024.</u> Any vendor not supplying this document will be excluded from the event. Coverage must be at least \$1,000,000 general aggregate and \$500,000 each occurrence.

#### **RULES AND REGULATIONS**

Hours

Performance time: 12:00 - 6:00 p.m. in 20-45-minute sets

Saturday, April 27, 2024

Festival Hours: 12:00 p.m. – 6:00 p.m.

Rain Date

There is no rain date / location for the IAHF 3rd Annual Heritage Festival due to inclement weather.

#### **Beverage Policy**

Performers/Artist and their staff are prohibited from consuming alcoholic beverages prior to their performance.

#### **Items Liability**

Items brought on site are done so at the sole risk of the performer/artist. IAHF is not responsible for any loss, damage or destruction of personal property, equipment and or valuables.

#### Behavior of Performers/Artists

Any Behavior by Performer's/Artist's family members or employees that is disruptive, abusive, or threatening towards other members, the public, or staff members is prohibited. Behavior that is verbally or physically abusive, dangerous, or disruptive to event activities will also not be tolerated and may result in IAHF / event Chairs asking for you to leave.

- Performers/Artists will be held responsible for all damage incurred by them, their staff, or their vehicles to the town of Fountain Inn.
- Foul or offensive language will not be tolerated at the event.
- No open alcoholic beverages or firearms may be brought on to designated festival areas. Performers/Artists and their associates are not to be intoxicated on site.
- Performers/Artists may not sell or offer any products or literature deemed offensive or which may incite violence, crime, disorderly conduct or promote political or religious viewpoints.
- Performers/Artists are responsible for their children and guests at all times.
- Except for service animals, pets are prohibited at this event unless included in Performers/Artist routines.

#### Cancellations

Any Performer/Artist wishing to withdraw from the event must notify IAHF by email by March 31, 2024 that they are unable to participate in the event.

#### Questions

Contact Mike Guiliano at <a href="mailto:IAHF.Entertainment@gmail.com">IAHF.Entertainment@gmail.com</a>