

MAKER PARTICIPATION AGREEMENT

2017 Salt Lake City Mini Maker Faire
Utah State Fairpark, 155 N 1000 West, Salt Lake City, UT
Saturday, April 15, 2017, noon – 6pm

Maker Full Name:

Address:

City, State, Zip:

Exhibit Name:

Phone:

Email:

URL:

Names of Additional Makers:

EVENT DATE: Saturday, April 15, 2017

EVENT HOURS: noon – 6 pm

LOAD-IN AND SET-UP: Friday, April 14, 4:00 pm – 9:00 pm
Saturday, April 15, 8:00 am – 10:00 am

PACK UP AND LOAD-OUT: Saturday, April 15, 6:30 pm – 9:00 pm

The Salt Lake City Mini Maker Faire Production Team, Benefete LLC, and Maker Media, Inc. agrees to the participation of the person or organization identified above (“Maker”) in the 2017 Salt Lake City Mini Maker Faire (“SLCMMF or “the Faire”), and the Maker agrees to participate, in accordance with terms of this Agreement. In this Agreement, “we” or “us” means SLC MMF Production Team, Benefete LLC, Maker Media, and “you” means the Maker 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 the SLCMMF.

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

LIMITATIONS ON LIABILITY — INDEMNITY: You agree that we will not be liable in any way to you if we cancel the SLCMMF. You waive any claim or potential claim against us if the SLCMMF 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, or Maker Media, Inc., Benefete LLC, or the SLCMMF Production Team (collectively, the “Event Providers”) will be liable for lost profits or other indirect, incidental, consequential, or exemplary damages in connection with the SLCMMF 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 the Faire, 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 SLCMMF-related materials, insufficient participation, accident, or any other reason in connection with the SLCMMF or related activities (such as staging), except to the extent directly attributable to our willful misconduct or gross negligence subject to legal limitations on the liability of Salt Lake City.

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.

MISCELLANEOUS: This Agreement (including the Maker Manual and any accompanying Addenda) 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 Utah law. Any action to enforce this Agreement must be brought in the federal or state court located in Salt Lake County, Utah, 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 the SLCMMF and related promotional or documentary materials. You agree to waive any rights to images and/or recordings you may appear in while at the Faire and any/all related promotional or documentary materials.

You acknowledge that the SLCMMF, 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 the SLCMMF, 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 the SLCMMF, 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.

Signature:

Name Typed:

Title:

Date:

PLEASE SIGN, SCAN, AND EMAIL TO: makers@slcmakerfaire.com