**RVA MAKERFEST**

**MAKER ACTIVITY AGREEMENT**

This Agreement is entered into this September \_\_\_\_\_, 2024, by and between RVA MakerFest, a Virginia not-for-profit corporation (“MakerFest”) and (“Exhibitor”) with its principal business address at: .

Location (“Location”) and Date (“Date”):

RVA MakerFest 2024, to be held at the Deep Run High School, at 4801 Twin Hickory Road · Glen Allen, Virginia 23059, on November 2, 2024. Set up for the event will begin on November 2, 2024 at Deep Run High School.

Working Title of Activity (ies): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Describe the Activity (ies):

Activity (ies) Agent (“Agent”):

(Activity participant, organizer, or planner, etc. on Location)

**Permission.** Subject to the terms and conditions of this Agreement, RVA MakerFest shall permit the Exhibitor, its Agent and employees and representatives to enter the Location on the Date and for the purpose of the “Activities” noted above. RVA MakerFest reserves the right to waive any of the terms and conditions of this Agreement in its discretion. Such permission is subject to all rules, requirements and regulations of Deep Run High School.

RVA MakerFest reserves the right to deny or cancel a program or event if it is sponsored by an entity whose goals or programs conflict with those of RVA MakerFest or if the program or event is for a purpose or topic that in RVA MakerFest’s sole judgment is inconsistent with RVA MakerFest’s mission or values.

You and your Activity may appear in recordings of RVA MakerFest 2024 and related promotional or documentary materials. You waive your rights to any images and/or recordings you may appear in while at RVA MakerFest 2024, and in any and all related promotional or documentary materials.

You acknowledge that RVA MakerFest 202024, including the Activity, 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 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 RVA MakerFest 2024, your name, likeness, and any trade name and/or logo. The provisions of this paragraph will survive termination of this Agreement.

Exhibitor may provide banners, displays, signs, exhibits and decorations as long as they conform to all RVA MakerFest requirements and applicable fire, life and safety codes and requirements. Placement and attachment of such items must be done in a manner coordinated by RVA MakerFest. Fog and smoke machines and equipment for laser shows must be approved by RVA MakerFest. Exhibitor agrees that (i) Exhibitor will cover (with padding or a bucket) any tent stakes used by Exhibitor and (ii) Exhibitor will clearly mark with fluorescent tape any tent stakes and tent ropes used by Exhibitor. Exhibitors having fire at their booth will provide a working, unexpired fire extinguisher, to be maintained at the Exhibitor’s booth at all times.

**Indemnification.** Exhibitor and its Agent shall defend, indemnify and hold harmless RVA MakerFest and its officers, directors, trustees, members, guests, affiliates, agents, employees and volunteers (each an “Indemnified Party”) from and against any and all claims, demands, suits, actions, causes of action, obligations, losses, liabilities, damages and expenses (including but not limited to reasonable attorneys’ fees and costs) (collectively, “Claims”) arising from or relating to negligence or willful misconduct of Exhibitor, its Agent,

employees or representatives in the performance of the Activities.

**Release and Waiver.** Each person participating in RVA MakerFest 2024 and his/her guardian (if the participant is under 18) must read and execute a Waiver conforming to the following statement, indicating that the signatory has read, understands and agrees to be bound by the Waiver:

There are risks connected with my participation in this event and its related activities. I assume all risks associated with this event including, but not limited to, bodily injury and property damage. I release, waive, discharge and covenant not to sue RVA MakerFest, event sponsors, event charities, and their workers, employees, volunteers, agents and directors, from any and all action, suits, demands and claims of whatever nature in law or in equity, from any injuries suffered by me while participating in this event or its

related activities and further from the loss or damage to personal property by theft, negligence or otherwise.

**Counterparts**. This Agreement may be executed in one or more counterparts all of which when taken together constitute one and the same instruments. A signed counterpart is as binding as an original.

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Authorized Representative of Exhibitor Date
(Print Name)

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Authorized Representative of Exhibitor Exhibitor Business Name
(Signature of Name)

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Officer, RVA MakerFest Date