

**DATE: Saturday 30 and Sunday 31 May, 10am – 5pm**

**VENUE: Eureka! The National Children’s Museum**

**MAKER PARTICIPATION AGREEMENT**

Maker Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

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

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

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

**SET UP: Saturday 30 May 2015, 7.30am – 9.30am BREAK DOWN: Sat 30/Sun 31 May, 5pm – 6.30pm**

Halifax Mini Maker Faire agrees to the participation of the person or organisation identified above in Halifax Mini Maker Faire 2015, and the Maker agrees to participate, in accordance with terms of this Agreement. In this Agreement, “we” or “us” means Halifax Mini Maker Faire, 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 Halifax Mini Maker Faire 2015.

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 Halifax Mini Maker Faire 2015. 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 Halifax Mini Maker Faire 2015. This refers to commercial Makers and sponsors who intend on selling their products. We may terminate this Agreement and/or your participation in Halifax Mini Maker Faire 2015 if you violate this Agreement, or the standards of conduct 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 Halifax Mini Maker Faire 2015. You waive any claim or potential claim against us if Halifax Mini Maker Faire 2015 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 Halifax Mini Maker Faire 2015 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 Halifax Mini Maker Faire 2015, or under this Agreement (except for your indemnity obligations), exceeds three thousand pounds (£3k). 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 Maker Faire-related materials, insufficient participation, accident, or any other reason in connection with Maker Faire or related activities (such as staging), except to the extent directly attributable to our wilful 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 wilful misconduct, and/or (iii) your material breach of this Agreement.

MISCELLANEOUS: This Agreement (including the Maker 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.

You and your Exhibit may appear in recordings of Halifax Mini Maker Faire 2015 and related promotional or documentary materials. Your rights are waived to any images and/or recordings you may appear in while at Halifax Mini Maker Faire 2015 and any/all related promotional or documentary materials.

You acknowledge that Halifax Mini Maker Faire 2015, 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 Halifax Mini Maker Faire 2015, 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 Halifax Mini Maker Faire 2015, 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 organisation (including a business), that you are fully authorised to execute this Agreement on behalf of the organisation.

Authorised Signature: Title:

Name Printed: Date:

**IMPORTANT: PLEASE SIGN AND EMAIL TO: jenny.parker@eureka.org.uk**