

KSMU YOUTH IN BLUEGRASS 2016

Name of band _____

SILVER DOLLAR CITY / HERSHEND FAMILY ENTERTAINMENT

Indemnity

All performers or members of a group agree to defend, indemnify and hold harmless HFEC, its agents, representatives, employees, officers, and directors from all damages, including attorney's fees and litigation expenses, (specifically including HFEC attorney's fees and litigation expenses reasonably necessary to successfully enforce this indemnification provision against Performer), resulting from or relating to any claims, actions, suits, or proceedings in law, equity, or otherwise whether in negligence, tort, contract or otherwise asserted against HFEC, its agents, representatives, employees, officers, and directors relating to or arising from performer's work for or with HFEC, specifically including HFEC attorney's fees, and litigation expenses reasonably necessary to successfully enforce this indemnification provision against performer. This right to indemnify includes any claims, actions, suits or proceedings asserted against HFEC that can be directly or indirectly attributable to performer's actions or inactions from services performed and work done for HFEC.

HFEC agrees to defend, indemnify and hold harmless Performer, it's agent, representative, employees, officers and directors from any damage, claims, action suits or proceedings in law equity or otherwise whether in negligence, tort, contract or otherwise asserted against Performer which arise out of or as a result of HFEC actions or negligence, employee actions, and facility or equipment failure, which are reduced to final judgment or settled with HFEC consent.

Rights of Privacy

Performer agrees to supply to HFEC (upon request) reasonable promotional literature including black and white photographs, color slides and resume' for the purpose of advertising, publicity and promotion. Performer hereby grants to HFEC, its subsidiaries, affiliates, licensees, successors and assigns, the right to use Performer's name, voice, musical renditions, and Performer's likeness, image and picture for any lawful purpose whatsoever. Performer hereby waives any right to inspect and/or approve the finished product or the advertising copy used in connection therewith. Performer also hereby releases, discharges and agrees to save and hold HFEC harmless from any liability whatsoever (including but not limited to reasonable attorney's fees and costs expended by HFEC to enforce this or any other provision of this agreement) by reason of any blurring, distortion, alterations, optical illusion or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said pictures or recordings or in any processing thereof, or in the completion of the finished product.

The undersigned parties agree to the above *Indemnity* and *Rights of Privacy* agreements.

_____ Name (please print)	_____ Band member signature or parent of minor child	_____ Date
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This page must be signed by all performers or signed for minors by a parent.