

RENAISSANCE ENTERTAINMENT PRODUCTIONS

PERFORMER/PARTICIPANT TERMS AND REGULATIONS

The following will serve as an agreement between the Renaissance Pleasure Faire and the Participant of the Renaissance Academy of Performing Arts and/or the Renaissance Pleasure Faire who signs below. The Participant agrees to the following:

- Be responsible for arranging his/her own transportation to the Faire site for all classes, rehearsals, and performance days.
- Be responsible for providing his/her own costume according to the guidelines established by the Faires' Costumer and your Guildmaster or Director. If the Faire provides a costume, the participant is responsible for the costume in accordance with established guidelines.
- Be responsible for arriving on time for all required class sessions, rehearsals, meetings and performance days. Any exceptions must be approved in advance with your guild/troupe director. Participants must contact their Guildmaster or Director if unavoidably late or absent.
- The Participant must follow the direction of the faculty of the Academy and the directing staff at all times. Faculty and Directors may dismiss Participants who do not follow direction.
- When present at the Faire during operating hours (s)he shall: (a) remain in an REP approved costume and utilize only REP approved hairstyle, make-up, and props, (c) refrain from displaying modern items to patrons, including but not limited to cell phones, watches, sunglasses, nail polish, tattoos, body piercings, and cigarettes, (d) refrain from the consumption of alcoholic beverages, and (e) when audible to patrons, attempt to speak in a dialect suggestive of 16th century England as taught in RAPA workshops.
- When present on the Faire site, (s)he shall: (a) adhere to all REP rules, regulations, policies, and procedures, as well as all federal state, and local laws, (b) refrain from the use or possession of any illicit or illegal drug or substance, (c) refrain from the use or possession of any weapon, except such prop weapons as authorized by REP for theatrical purposes, and shall utilize such prop weapons only when and in a manner specifically authorized by REP. Participant understands that participation may be terminated if REP personnel believe that participant is in violation of any REP policy or federal, state, or local law, or is engaging in any behavior which could prove injurious to self, to others, or to the image or security of REP, RAPA, or the Faire, or damaging to the morale of REP, RAPA or Faire employees, volunteer participants, performers, or patrons.
- Understands that (s)he is participating as a student and/or a volunteer performer in a performing arts program of Renaissance Entertainment Productions (REP) and at no time during the enrollment term shall I: (a) be deemed to be an employee, agent, or servant of REP, (2) be entitled to any remuneration of any kind or nature from REP, its officers, directors, shareholders, employees, agents, assigns, associates, or any other related entity or individual, and (c) be entitled to any insurance benefits of any kind or nature normally attributable to employment, including but not limited to Worker's Compensation coverage, and further specifically waives any such rights which may be entitled to under the law.

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Further, it is mutually agreed and understood by the parties hereto that at all times relevant herein, (s)he shall be deemed a volunteer.

- Should performers be allowed to stay overnight on the Faire site, no one under the age of 18 may stay overnight without a parent or guardian. For those over 18, overnight passes must be approved by Participants Guildmaster or Director.
- Participants must carry all passes required by Faire Management and follow all Faire Cast Guidelines. Participant agrees to surrender Faire Gate Pass immediately upon the request of any REP staff person, security personnel, Stage Manager, Entertainment or Costume Department employee, or any REP appointed Guildmaster or Director.
- Participant agrees to indemnify and hold Renaissance Entertainment Productions harmless from any and all liability, expenses, losses or damage, and to provide a defense or to reimburse any cost which Renaissance Entertainment Productions may incur if it provides its own defense (including but not limited to reasonable attorneys' fees and costs) in connection with any demand, claims or legal action, threatened or actual, including any third party claims asserted against Renaissance Entertainment Productions which arise wholly or in part out of your participation as a member of the Renaissance Academy of Performing Arts and/or the Renaissance Pleasure Faire.
- Participant grants licensing rights to Renaissance Entertainment Productions and all of its subsidiaries for the rights to photograph and use photographs, videotapes, films, etc. for the period of 100 years.
- Force Majeure Provision: In the event that REP does not conduct the event to which this Agreement relates, by reason of conditions outside REP's control including, without limitation, acts of God, floods, rain, unusually severe weather, events of destruction or damage with respect to facilities used in conducting the event, loss of legal authority to conduct the event, or moratoriums, this Agreement shall be deemed terminated by mutual agreement of the parties and neither REP nor the Artist shall have any liability to the other whatsoever under this Agreement or otherwise under the law.
- By submitting this application, Participant makes the following representations: 1. I am an independent Contractor. 2. The only people I employ, if any, are family members. 3. Pursuant to my understanding of the laws and regulations that govern Worker's Compensation insurance in this state, I am either exempt and/or have determined not to purchase coverage. Based upon the foregoing representations, I either certify that I have voluntarily chosen not to obtain Worker's Compensation insurance and I acknowledge and agree that the Faire has no obligation to provide such Workers' Compensation insurance on my behalf or I agree to provide a copy of my Worker's Compensation insurance should one be requested.

The Participant is expected to follow these guidelines therein. The Faire reserves the right to dismiss, at any time, any Participant who fails to adhere to these guidelines. By submitting this application, you are agreeing to these terms and regulations.