

KSMU YOUTH IN BLUEGRASS 2021

Name of band _____

SILVER DOLLAR CITY, LLC

INDEMNIFICATION

Performer shall protect, defend, hold harmless and indemnify SILVER DOLLAR CITY, its subsidiaries, parent companies, and affiliates and their respective directors, officers, employees, and agents (“Indemnified Parties”) from and against any and all expenses, claims, actions, liabilities, attorneys’ fees, costs of defense and settlement, damages and losses of any kind or nature whatsoever, including, but not limited to, damage or destruction of property and injury or death of persons, including Performer’s employees (collectively, “Losses”) arising out of, resulting from, or relating to Performer’s performance hereunder or breach of this Agreement by Performer or its agents or employees, whether or not such agents or employees are acting within the scope of the employment of such agents or employees, including, but not limited to, Losses arising out of or resulting from goods sold, work done, services rendered or products utilized by Performer, advertising and promotions, lack of repair or conditions existing in or about the area occupied by Performer (if on site), whether or not such repair or condition is the responsibility of Performer or SILVER DOLLAR CITY, or actual or alleged infringement of any patent, copyright, trademark, service mark, trade name or other intellectual property right. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such claim, Performer, on notice from SILVER DOLLAR CITY, shall defend against such action or proceeding with counsel that is satisfactory to SILVER DOLLAR CITY. This indemnification shall not be affected by a claim that negligence of any of the Indemnified Parties contributed in part to the loss or damage indemnified against. SILVER DOLLAR CITY shall have the right, at its option, to participate at its own expense in the defense of any claims, demands, and causes of action without releasing Performer of any indemnity obligation hereunder.

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
_____ Name (please print)	_____ Band member signature or parent of minor child	_____ Date
_____ Name (please print)	_____ Band member signature or parent of minor child	_____ Date
_____ Name (please print)	_____ Band member signature or parent of minor child	_____ Date
_____ Name (please print)	_____ Band member signature or parent of minor child	_____ Date
_____ Name (please print)	_____ Band member signature or parent of minor child	_____ Date
_____ Name (please print)	_____ Band member signature or parent of minor child	_____ Date
_____ Name (please print)	_____ Band member signature or parent of minor child	_____ Date

This page must be signed by all performers or signed for minors by a parent.