

## RVA MAKERFEST 2025 MAKER ACTIVITY AGREEMENT

This Agreement is entered into this		025, by and between The Build Forward
Foundation, a Virginia not-for-profit c address at:	corporation (" <u>MakerFest</u> ") and (" <u>E</u>	<u>exhibitor</u> ") with its principal business
Location (" <u>Location</u> ") and Date (" <u>Date</u> RVA MakerFest 2025, to be he Virginia 23059, on October 18	eld at the Deep Run High School,	at 4801 Twin Hickory Road · Glen Allen,
Working Title of Activity (ies):		
Describe the Activity (ies):		
Activity (ies) Agent Name ("Agent"):	(Activity participant, organizer, o	or planner etc. on Location)
	(Activity participant, Organizer, t	or planner, etc. on Location,

<u>Permission</u>. 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 2025 and related promotional or documentary materials. You waive your rights to any images and/or recordings you may appear in while at RVA MakerFest 2025, and in any and all related promotional or documentary materials.

You acknowledge that RVA MakerFest 2025, 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 2025, 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.

<u>Indemnification</u>. 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 "<u>Indemnified Party</u>") 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, "<u>Claims</u>") 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 2025 and their 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.

<u>Counterparts</u>. 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.

Authorized Representative of Exhibitor	Date
(Print Name)	
Authorized Representative of Exhibitor	Exhibitor Business Name
Authorized Representative of Exhibitor (Signature of Name)	Exhibitor Business Name
· · · · · · · · · · · · · · · · · · ·	Exhibitor Business Name
· · · · · · · · · · · · · · · · · · ·	Exhibitor Business Name
· · · · · · · · · · · · · · · · · · ·	Exhibitor Business Name  Date