

Participant Agreement

This Agreement is made between **The Massachusetts Institute of Technology, on behalf of the Cambridge Science Festival Organizing Committee** ("MIT") and _____ (herein known as "Participant") on _____ for participation in the 2017 Cambridge Science Festival (the "Festival"). MIT reserves the right to change dates and times. **Details are as follows:**

Name of Event(s):

Venue(s):

Date(s) and Time(s):

This Agreement is subject to MIT obtaining a physical site from a provider (the "Site Provider") for the Participant's performance/presentation and to the following terms and conditions:

1. Performance/Presentation.

Participant agrees to present the event described in its proposal to the Festival Call for Entries, as such event may have been or may be modified by written agreement with the Festival organizers and according to the details set forth above (the "Event"). All content will be appropriate for family audiences.

2. Sponsorship

(a) MIT may acquire sponsors for the Festival and/or for individual performances/presentations. It may or may not acquire a sponsor for the Event, in its discretion. Public recognition of such sponsorship(s) may be made by MIT in Festival promotional and other public relations materials, including programs and signage located at the Event.

(b) Participant will not obtain or accept any compensation, sponsorship or promotional consideration in conjunction with the Festival or the Event without the prior written consent of MIT.

(c) MIT reserves the right to allow commercial sound recording, photography and/or filming by official sponsors at MIT.

3. Grants

(a) MIT reserves the right to apply for grants from government agencies, corporations and foundations for the event at large and/or for individual performances/installations. Public recognition of such awarded grants may be made by MIT in Festival promotional and other public relations materials, including programs and signage located at the Event.

(b) The Participant must inform MIT of any grant application(s) made by the Participant or any grant(s) awarded to the Participant for the Event.

4. Solicitation

(a) The Participant shall not request donations to support himself/herself/itself or any cause from members of the audience during the Event without prior written consent of MIT.

(b) The Participant shall not sell merchandise of any kind, including cassettes, CDs, videos, t-shirts etc., during the Event without prior written consent of MIT.

5. Incurring of Liability

The Participant shall not employ any person, purchase or rent supplies and/or equipment, contract for services or incur any obligation, indebtedness or liability of any kind or nature on behalf or in the name MIT or the Festival.

6. Prohibition Against Assignment

The Participant shall not assign, subcontract, or in any way transfer any interest in this Agreement to a third-party without the prior written consent of MIT.

7. Recording

I hereby grant MIT the right to (i) sound record, videotape, photograph, and/or film (the "Recordings") my participation in the Event for purposes of documenting and/or promoting the Event or the Festival; (ii) use my name, likeness, and voice in connection with the Recordings; and (iii) reproduce, distribute, publicly display and/or publicly perform, either electronically or by any other media whether now known or hereafter existing my name, likeness, and voice without restrictions or limitations, in perpetuity, and to allow others to do the same. MIT reserves the right to commission a third-party to perform such recording.

8. Copyright Infringement

The Participant warrants that all material employed by it in performance of this Agreement and of the Event shall not infringe any copyright, trademark, patent, or other third party right and shall not violate any statute, rule or regulation of the United States of America or the Commonwealth of Massachusetts.

9. Liability

(a) The Participant agrees to indemnify and hold harmless MIT from and against any and all claims, loss, damage, injury and liability however caused, including reasonable attorney's fees and costs of investigation, resulting from or arising out of the Event.

(b) This express obligation shall include without limitation all liability, damages, loss, claims, and actions on account of personal injury, death or property loss caused by the Participant except to the extent caused by MIT, its agents, employees, contractors or volunteers.

(c) This section shall not be construed to negate or abridge any other obligation by the above named entities existing at common law or under any other agreements, contracts or licenses entered into by the above named entities with respect to the Festival.

(d) Any indemnification referenced under this section or elsewhere in this Agreement shall be limited by the liability caps set forth in Massachusetts General Laws chapter 258.

10. Cancellation

(a) If by reason of any calamity, fire, weather conditions, riot, civil commotion, act of government, interruption in transportation services, electricity, gas, telephone or other public utility services, the closing of public or private buildings, or any other act or cause occurring beyond the control of MIT, or if by reason of illness or other inability of the Participant to present the Event, any of which renders inadvisable the performance of the obligations contemplated by this Agreement, in the sole discretion of MIT, MIT shall be entitled to cancel the Event without any further obligation to Participant.

11. Termination

(a) This Agreement may be terminated forthwith in whole or in part, in writing or orally by MIT in the event of substantial failure by the Participant to fulfill his/her/its obligations or in the event of any violation by Participant of any provision of this Agreement.

(b) In the event this agreement is terminated, MIT shall not be obligated to compensate or reimburse the Participant for any expenses incurred hereunder.

12. Site Provider Indemnification

(a) In consideration of the Site Provider making its location available to the Participant for the Event, the Participant agrees to hold harmless the Site Provider from and against all claims, loss, damage, injury and liability however caused, including reasonable attorney's fees and costs of investigation, resulting from or arising out of the Event.

(b) This express obligation shall include without limitation all liability, damages, loss, claims, and actions on account of personal injury, death or property loss caused by the Participant except to the extent caused by the Site Provider, its agents, employees, contractors or volunteers.

(c) The Participant will exercise due care in the use of the site provided by the Site Provider. The Participant will be responsible for any damage, loss or liability resulting from the Participant's use of the premises (not to include any damage, loss or liability caused by members of the public) and will indemnify the Site Provider for the cost of any necessary repair or replacement caused by any such damage, loss or liability.

(d) This section shall not be construed to negate or abridge any other obligation of indemnification by the below named entities existing at common law or under any other agreements, contracts or licenses entered into by the below named entities with respect to the Festival.

This Agreement contains the entire contract between the parties, and may be modified or amended only by agreement in writing executed by the parties, and not otherwise.

By: _____ Date: _____

Participant Signature

Type or Print Name

By: _____ Date: _____

[NAME]
Massachusetts Institute of Technology