

# PASS THE LINE PRODUCTIONS

## Waiver Agreement

**YOU AND YOUR GUEST(S) WILL NOT RECEIVE YOUR PACKAGE(S) UNTIL THIS WAIVER IS SIGNED ON THE EVENING OF THE SHOW. PLEASE READ CAREFULLY AND TAKE ANY STEPS NECESSARY TO UNDERSTAND THE TERMS OF THIS WAIVER PRIOR TO THE EVENING OF THE SHOW.**

This Release of Liability, Waiver, and Indemnity Agreement (“**Release**”) is executed as of the date listed below, by the undersigned attendee (“**Participant**” or “**I**”) in favor of Pass the Line Productions, LLC and JS No. American Touring, LLC and their directors, officers, members, employees, agents, assigns and contractors (collectively and individually referred to as “**Host(s)**”).

As consideration for participating in the VIP Package experience (“**Event**”) the Participant hereby freely and voluntarily, without duress, executes this Release and agrees as follows:

**Waiver and Release.** Participant does hereby release and forever discharge and hold harmless Hosts from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant’s activities and attendance at the Event. Participant understands that this Release discharges Hosts from any liability or claim that the Participant may have against Hosts with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Participant’s activities and attendance at the Event and interactions with Hosts, whether caused by the negligence of Hosts or their officers, directors, employees, agents, or otherwise. Participant also understands that Hosts do not assume any responsibility for, or obligation to, provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

**Medical Treatment.** Participant does hereby release and forever discharges Hosts from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant’s activities and participation in the Event and interaction with the Hosts.

**Assumption of Risk.** Participant understands that their participation in the Event or interactions with Hosts may include activities that may be hazardous to their health. Participant further recognizes and understands that such participation may involve certain inherently dangerous activities. Participant hereby expressly and specifically assumes the risk of injury or harm in any and all activities undertaken by Participant and releases Hosts from all liability for injury, illness, death, or property damage that may result.

**Responsibility and Indemnification.** Participant hereby agrees to indemnify, defend, save, and hold harmless Hosts from any loss, liability, damage, or cost they may incur related to Participant’s actions or omissions or in any way arising from Participant’s participation in the event, including, but not limited to, any attorney’s fees incurred by Hosts.

**Insurance.** Participant understands that, except as otherwise agreed to by Hosts in writing, Hosts do not carry or maintain health, medical, or disability insurance for any Participant. Participant shall, at their sole discretion, maintain their own medical, disability, liability, unemployment, health, or any other applicable insurance coverage.

**Compliance with Governmental Regulations.** Participant agrees to comply with all applicable federal, state, and local codes, ordinances, statutes, laws, rules and regulations, including, but not limited to, fire, utility, public safety, health and building codes, and regulations.

**Covid Policy.** Participant shall be required to comply with Hosts’ covid policy, attached and incorporated as a part hereof, along with any covid policies enacted by the venue that are in place on the date of the Event (“**Covid Policy**”). Failure to comply with the Covid Policy shall be considered a material breach of this agreement, and will cause the termination of Participant’s participation in the Event, and expulsion from the Event with no obligation or liability to Hosts.

**Image Release.** Participant hereby grants and conveys onto Hosts, the right title and interest in and to any and all photographic images, videos, or audio recordings, featuring or using Participant’s name, likeness, image, voice, interviews, and any or all of Participant’s comments as quoted or derived from any such interviews (“**Work**”), in all,

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languages, formats and adaptations in all markets, manner, formats, and media now known or hereinafter developed throughout the universe in perpetuity as well as in any advertising and promotions, and Participant hereby irrevocable and unconditionally consents to all such uses. Hosts, and Hosts' successors and assigns, shall own all right, title and interest, including the copyright, in and to the Work, to be used and disposed of, without limitation, as Hosts shall, in Hosts' sole discretion, determine. Participant also hereby irrevocably and unconditionally releases and discharges Hosts and their successors, licensees and assigns from any and all claims, including claims for libel or for the infringement of any rights of privacy, publicity, copyright, confidentiality, or otherwise, relating to or arising out of any of the above uses. Participant waives any right to inspect the Work and understand that, and agree, that Hosts shall retain final editorial, artistic, and technical control of the the Work.

**Confidentiality.** Participant agrees and understands that by attending the Event, they may have access to Confidential Information of Hosts, the venue, or artists performing at the Event.

**“Confidential Information”** shall mean all information concerning and related to the business operations of Hosts, the venue or other artists, and others providing services to these parties, including but not limited to, musical performers, agents, and managers, that is not generally known to the public, including all trade secrets as defined by Minn. Stat. §325C et. seq. (“**MN Uniform Trade Secrets Act**”), and are disclosed to or accessed by Participant, during the Event. Confidential Information includes, but is not limited to, business plans, compositions, musical performances, financial data, operations, advertising copy, promotional plans, business directions, performer fees, production schedules, concert dates, strategic recommendations, or any other information of a nonpublic nature.

Notwithstanding the foregoing, **“Confidential Information”** shall not include:

- any information that was known to Participant prior to being disclosed by Hosts hereunder;
- any information that was in the public domain at the time it became known to Participant;
- any information that was independently developed by Participant without access to or use of any Confidential Information;
- any information that was disclosed to Participant by any third party who was not subject to any duty to keep such information confidential at the time of disclosure; or
- any information that becomes part of the public domain at any time after the date of this Agreement through no action or fault of Participant.

Participant will not, except as authorized by Hosts in writing, disclose to others, use for their own benefit or otherwise appropriate, copy or otherwise reproduce, or make notes of any Confidential Information, or any other knowledge or information (other than that which is public knowledge) relating to any of the Confidential Information. Participant shall maintain the confidentiality of all Confidential Information. Upon request of Hosts, Participant shall destroy any and all Confidential Information in Participant's possession, including any photographs, videos, audio recordings, documents, or other media created by Participant containing Confidential Information. Participant agrees to comply with any and all procedures that Hosts may adopt from time to time to preserve the confidentiality of tangible items relating to the above-specified materials such as, but not limited to, photographs, videos, audio recordings, documents, or other related materials. Participant shall be liable for any damages incurred by Hosts related to any violation of this provision. Furthermore, Participant understands and agrees that disclosure of such Confidential Information may result in irreparable injury and damage to Hosts which may not be adequately compensable in monetary damages. Participant further agrees that Hosts will have no adequate remedy at law for any breach of this section, and therefore Hosts is entitled to, and Participant will not oppose, judicial proceedings to secure an injunction as may be necessary to protect Hosts against any such breach or threatened breach.

**Miscellaneous.** Participant agrees that this Release is intended to be as broad and inclusive as permitted by law, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Minnesota. Participant agrees that the laws of the state of Minnesota shall govern the validity of this Release, the construction of their terms, and the interpretation of the rights and duties of the parties hereto. Participant agree that the State and Federal Courts located in Minneapolis, Minnesota shall have exclusive jurisdiction over any matters related to this Agreement. If any provision of this Release, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Release shall nevertheless remain in full force and effect. Nothing contained herein shall be construed to establish an employer-employee, partnership, joint venture, franchisor-franchisee, parent-subsidiary or other relationship.

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**I, the undersigned Participant, hereby warrant that I have read this Release carefully, understand their terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it, and intend for Participant's signature to serve as confirmation of complete and unconditional acceptance of the terms, conditions and provisions of this Release.**

Participant Name (Please Print): \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_