

BAINBRIDGE ISLAND METRO PARK & RECREATION DISTRICT
CONTRACT OF PERFORMANCE: Sounds of Summer Concert Series

Name(s) of Performer(s): _____

Phone Number: _____

E-mail: _____

Organization sponsoring event: **Bainbridge Island Metro Park & Recreation District**
7666 High School Rd. NE
Bainbridge Island, WA 98110

Phone: 206-842-2306

fax: 206- 842-0207

E-mail:

Address of Event: **Battle Point Park, 11299 Battle Point Drive, Bainbridge Island, WA 98110**

Public Contact:

Type of performance:

Ticket Price: **Free**

Day & Date: _____ Performance Time: _____

Dates: _____

PERFORMER RESPONSIBILITIES

Sound check time:

SPONSOR RESPONSIBILITIES

Sound Engineer:

TERMS OF PAYMENT

The Bainbridge Island Metro Park & Recreation District agrees to issue payment to (name as it is to appear on check) _____ (Tax ID Number: _____ or SSN: _____) for provision of the services described above for the Sounds of Summer Concert Series. Payment will be made at the conclusion of the concert.

RELEASE AND INDEMNITY

Performer understands that providing services for the District involves inherent risk, which could result in property damage, illness and/or bodily injury (up to and including death), and which includes risk of exposure to and infection by the novel coronavirus, COVID-19. Performer understands that exposure and infection can result from the actions and/or omissions of Performer, members of the public, and District employees, agents and contractors, and that infection could result in illness, bodily injury, permanent disability and/or death. Although the District has implemented preventive measures to reduce the spread of COVID-19, risk of exposure and infection cannot be eliminated entirely. In and for good and valuable consideration, Performer (on behalf of himself/herself and all members of Performer) hereby (i) assumes the risk and all responsibility for Performer's health and safety when providing services for the District; (ii) waives and forever releases the District and its employees, agents and contractors from any and all claims (including those for illness and bodily injury) arising out of or relating in any way whatsoever to Performer's provision of services for the District, even though said claims may arise out of the negligence

of the District and its employees, agents and contractors; (iii) limits the District's liability to the limits of the District's insurance policy if the foregoing waiver and release is adjudged to be unenforceable; (iv) agrees to defend, indemnify and hold the District and its employees, agents and contractors harmless from and against any and all claims (including those for illness and bodily injury), damages, liabilities and expenses (including attorney fees) arising out of or relating in any whatsoever to Performer's provision of services for the District and/or Performer's breach of this contract; and (v) agrees to notify the District if Performer tests positive for COVID-19, has been exposed or potentially exposed to COVID-19, or is experiencing symptoms associated with COVID-19, including, without limitation, fever, shortness of breath, cough, and loss of taste or smell. This clause shall survive the termination of this contract and be fully applicable and enforceable thereafter.

Performer's signature

B.I.M.P.R.D.

Date