



**Participation Agreement – PLEASE SUBMIT BY
MONDAY, September 14, 2015**

Event Name: O'Fest

Event Date: October 17, 2015

Attn: Conan Stott, Citizens First Manager
100 North Main Street
O'Fallon MO 63366
636.379.5550 office; 636.379.5617 fax
e-mail: cstott@ofallon.mo.us

This Participation Agreement entered into by and between the undersigned parties subject to the terms and conditions hereinafter set forth on this _____ day of _____, between Participant _____ and the City of O'Fallon, Missouri.

LOCATION of PERFORMANCE: Civic Park Bandstand, O'Fallon MO 63366

DIRECTIONS to VENUE: From Interstate 70 take exit 217 (Highways K & M) turn north on Main Street. Proceed 1/2-mile crossing the railroad tracks and take an immediate left onto Civic Park Drive. Continue 3 blocks past the swimming pool to the bottom of the hill/stop sign. Turn right into the field and drive to the bandstand for load-in.

NAME of PARTICIPANT: _____

NAME of BAND: _____

Type of Entertainment & Website (if applicable): _____

Primary Contact Person for Band: _____

Participant's Address: _____

Phone: _____ E-Mail _____

Event Day Contact & Phone (if different from Participant's): _____

T-Shirt Size (Adult): _____ Small _____ Medium _____ Large _____ X-Large

Participation Fee per each band member (which includes t-shirt): \$20

Extra t-shirts may be pre-ordered for \$15 apiece. Please check off below if additional t-shirts are desired noting the quantity, and include payment with the check for the participation fee.

Extra T-Shirts (Adult): _____ Small _____ Medium _____ Large _____ X-Large

Please attach check payable to: City of O'Fallon; Total Amount Included: \$ _____

PARTICIPANT AGREES TO FURNISH: All musical equipment necessary to perform, including a drum set and amplifiers. A PA system will be provided for plug-in of amplifiers. A maximum of fifteen minutes will be allowed for set up and sound check between sets.

Note: This is a family-friendly event. Participants MUST perform a CLEAN SHOW. Participants agree not to use any language that is considered foul, explicit or contain sexual content, profanity or promotional references to drugs/alcohol. Participants agree not to display or incite lewd behavior. Therefore, as a gauge, the performance should be presented in PG or PG-13 format.

Attire for Event: Nice casual.

Nonperformance of the Participants: In the event of nonperformance of the participants for any reason whatsoever, the Participant agrees to notify the City within a reasonable amount of time prior to the scheduled Performance Time, preferably before 5:00 p.m. on Monday, October 12, 2015.

In the case of INCLEMENT WEATHER the event may be cancelled at the discretion of the City of O'Fallon Police Department. This would be posted on the City's website www.ofallon.mo.us as soon as the decision was finalized. In the case of cancellation, the Participation Fee will be refunded, minus the cost of the City-provided event tee shirt.

Special Requests (be specific): _____

FURNISHED BY CITY OF O'FALLON: Covered pavilion 36' x 49' and electric capacity of fourteen (14) 20 amp breakers, two (2) double 30 amp breakers and one (1) double 50 amp breaker.

WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Please read this form carefully and be aware that in signing up and participating in the City of O'Fallon programs/activities, you will be expressly assuming the risk and legal liability and waiving and releasing all claims, damages or losses which you or your minor child/ward might sustain as a result of participating in any and all activities connected with and associated with said programs/activities (including transportation services/vehicle operation, when provided).

I recognize and acknowledge that there are certain risks of physical injury or possibility of damage to equipment to participate in these programs/activities, and I voluntarily agree to assume the full risk of any and all injuries and damages or losses to equipment, regardless of severity, that my minor child/ward or I may sustain as a result of said participation. I further agree to waive and relinquish all claims I or my minor child/ward may have (or accrue to me or my child/ward) against the City of O'Fallon, including its agents, elected officials, employees, and volunteers (hereinafter collectively referred to as the City of O'Fallon), including claims of negligence.

I do hereby fully release and forever discharge the City of O'Fallon from any and all claims for injuries, damages, or loss my minor child/ward or I may have or which may accrue to me or my minor child/ward arising out of, connected with, or in any way associated with the City of O'Fallon programs/activities, including claims of negligence.

I also agree to grant full permission to the City of O'Fallon to use my name and/or my minor child/ward's, photo, video or recording for publicity or promotional purposes without obligation or liability to me or my family.

I have read and understand the above Waiver and Release of All Claims and Assumption of Risk. Your signature below represents your understanding of this policy.

Participant:

By: _____

Age: _____

Date: _____, 2015

City of O'Fallon Representative:

By: _____

Title: _____

Date: _____, 2015

Parent/Guardian of Minor Child/Ward:

By: _____

Relationship to Participant: _____

Date: _____, 2015