

## **Sound Camp Agreement**

This Sound Camp Agreement ("Agreement") is entered into between the leaders of the Theme Camp entitled "CAMP NAME" including [INSERT ALL INDIVIDUAL CONTACTS' NAMES] (collectively, "Producer") and I would like to attend the event being hosted by Apogaea Inc., ("Burning Man"), as of [INSERT DATE] ("Effective Date") as part of my participation in the event being hosted by Apogaea in June 2016, (the "Event").

### **1. Event Description.**

Producer has been granted permission to host a camp that will provide music at the event. As part of Apogaea's effort to meet applicable local regulations, permit restrictions or legal requirements so that Apogaea may continue to host and sponsor this event in the future, Apogaea has drafted a set of requirements that must be complied with all sound camps ("Requirements for Sound Camps"). A copy of the Requirements for Sound Camps is attached to this Agreement as Exhibit A. The Requirements for Sound Camps is incorporated fully into this Agreement by reference. Producer agrees to manage their sound camp and equipment in conformity with all of the requirements contained in the Requirements for Sound Camps along with any instructions that Producer may receive from Apogaea Rangers, organizers, approved representatives or local law enforcement authorities.

### **2. Enforcement.**

Producer agrees that Apogaea, its volunteers, rangers, legal authorities or other designated representatives shall have the right to turn off or otherwise take possession of any audio equipment, cables, generators, or other items as needed to deactivate and otherwise silence any sound generated such equipment as needed to guarantee enforcement of these terms or any instructions received from local legal authorities at any time during the event. Apogaea agrees to return any such equipment upon the conclusion of the event or following a reasonable period hereafter to Producer or their designated representatives.

### **3. Legal Compliance.**

Producer assumes responsibility for all aspects of public safety at the Regional Event. Producer shall comply with all local laws and permitting requirements, including, without limitation, laws pertaining to sound amplification. Apogaea assumes no responsibility or liability for Producer's compliance with local laws.

### **4. Release and Indemnity.**

A. Producer, for itself and its collaborators, affiliates, employees, volunteers, contractors, funders, representatives and agents (collectively, "Releasers"), assume all risk of injury or loss and hereby release, waive, discharge and covenant not to sue Apogaea and its officers, directors, employees, collaborators, affiliated entities including volunteers, contractors, funders, representatives and agents (collectively, "Releasees") from all claims and liability, known and unknown, on account of damage to any equipment that may arise as part of Releasees enforcement of this Agreement or for other injury to Releasers' property of any nature (including real, personal and intellectual property), related to the event. Releasers further acknowledge and fully understand that there may also be other claims and liabilities that are not known or foreseeable at this time.

B. Releasers shall be liable for and shall indemnify, defend and hold Releasees harmless against any claim, suit, loss, demand, fees, citations, penalties or damage, actual or threatened, valid or invalid, and from any damages, judgments, liabilities, costs and expenses, including attorneys' fees, direct or indirect, arising out of or in connection with the actions of Producer including, without limitation, any claims concerning personal injury, loss or death, damage, penalties (criminal or otherwise), citations or injury to property, or otherwise suffered by Releasers and any participants, spectators or people attending the event or otherwise brought against Apogaea as a result of Producer's failure to comply with these obligations. .

**5. Term.**

This Agreement pertains only to the event identified above, and its term shall be from the Effective Date through the end of the event ("Term"). Either party may terminate the Agreement before the end of the Term, for any reason or no reason at all, by giving the other party 10 days advance notice. Any breach or anticipated breach of any provision of the Agreement may cause Apogaea to terminate the Agreement immediately upon written notice.

**6. Dispute Resolution.**

The parties agree to meet and confer in good faith to attempt to resolve any dispute arising out of or related to this Agreement. Any dispute arising under or related to this Agreement that is not resolved by meeting and conferring, and that exceeds the jurisdiction of small claims court, shall be submitted to binding arbitration in Denver, Colorado, before a single arbitrator. The arbitrator may order limited discovery. The arbitrator may not revise or alter the terms of this Agreement. The arbitrator shall be empowered to grant preliminary and permanent equitable relief in addition to awarding damages. Each party shall have the right to be represented by counsel at arbitration. The arbitrator shall not have the right to award punitive damages, consequential damages, lost profits or speculative damages to either party, and may award only reasonable attorneys' fees to the prevailing party. The parties agree to abide by all decisions and awards rendered in the arbitration. Decisions and awards rendered by the arbitrator, including any decision about which party shall pay costs and/or attorneys' fees, shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection. Any small claims action must be brought exclusively in the District Court in Denver County, Colorado. In any arbitration or small claims action, Colorado law shall apply to the dispute.

**7. General Provisions.**

No party hereto has relied upon any other promise, representation or warranty, other than those contained herein, in executing this Agreement. This Agreement may not be modified or altered except by written instrument signed by both parties. The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any prior or further right hereunder.. This Agreement shall bind and be for the benefit of the parties and their heirs, fiduciaries, successors and assigns, subject to the restrictions on assignment set out above. Any notice provided under this Agreement shall be in writing sent by U.S. mail to the address provided by Producer. If any provision of this Agreement is held invalid or unenforceable, this Agreement shall remain in effect and the offending provision shall be modified to the extent required to make the provision valid and enforceable. Producer hereby acknowledges that it has have read and understands the terms of this Agreement. This Agreement may be signed in counterparts, which together shall constitute one contract. Faxed or scanned and emailed signatures shall be construed to be as valid as originals.

IN WITNESS WHEREOF, the parties understand, agree to and are bound by, this Agreement (including Exhibit A) as of the dates below.

Signed on behalf of Camp Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Contact information: \_\_\_\_\_