



### Entertainers Agreement

This 2026 Engagement Agreement and Artist Release and Waiver of Liability ("Agreement") is between the Metropolitan Richmond Sports Backers ("Sports Backers") and the artist ("Artist") for performing during the event ("Performing").

**Event Details:** This is a rain or shine event. Artist will perform in inclement weather. In order to protect the general health of Event participants, volunteers and staff, Sports Backers prohibits smoking during the Event and related activities (e.g., rehearsal; set-up).

**Artist's Performance:** Sports Backers is entering into this Agreement in reliance on Artist's ability to perform in accordance with generally accepted standards for Artist's profession, in a timely manner, and in compliance with all applicable federal, state and local laws.

**Confetti and Course Cleanup:** The use of confetti, glitter, silly string, or any similar materials is strictly prohibited. The Artist agrees to leave the area in the same condition as it was found and is responsible for cleaning up any debris, waste, or materials generated by their activities.

**No Drugs or Alcohol.** Sports Backers may immediately terminate Artist if Artist is in possession of and/or under the influence of drugs and/or under the influence of alcohol, even if such possession/influence does not appear to impair Artist's performance.

**Trademarks and Logos.** Sports Backers is the owner of certain trademark and logo rights (collectively, the "Marks"). Artists acknowledges that Sports Backers owns all right, title and interest in and to the Marks and Artist acquires no interest in or right to any of the Marks in performing the Announcing unless use of the Marks is expressly authorized by Sports Backers in writing.

**Artist's Release and Waiver.** Artist hereby releases and forever discharges and holds harmless Sports Backers and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that arise or may hereafter arise from Artist's Performing.

**ARTIST UNDERSTANDS THAT THIS RELEASE DISCHARGES SPORTS BACKERS FROM ANY LIABILITY OR CLAIM THAT ARTIST MAY HAVE AGAINST SPORTS BACKERS WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM ARTIST'S PERFORMING WITH SPORTS BACKERS, WHETHER CAUSED BY THE NEGLIGENCE OF SPORTS BACKERS OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OR OTHERWISE. ARTIST ALSO UNDERSTANDS THAT SPORTS BACKERS DOES 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.** Artist hereby releases and forever discharges Sports Backers from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered

in connection with Artist's Performing for Sports Backers.

**Assumption of the Risk.** Artist understands that the Performing may involve work that may be hazardous to Artist, including, but not limited to, working in extremely hot or extremely cold temperatures or in inclement weather conditions, being in close proximity to roadways and Event participants, and clean-up projects, and transportation to and from the Event sites. Artist hereby voluntarily, expressly and specifically assumes the risk of injury or harm in the Performing, and releases Sports Backers from all liability for injury, illness, death, or property damage resulting from the Performing.

**Artist's Indemnity.** To the fullest extent permitted by law, Artist agrees to release, indemnify, defend and hold harmless Sports Backers and its officers, directors, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorneys' fees and costs) arising out of or related to any loss, cost, damage or injury, including death, caused by or arising from Artist's Performing, or the misconduct, acts, errors or omissions of Artist.

**Insurance.** Artist understands that, except as otherwise agreed to by Sports Backers in writing, Sports Backers does not carry or maintain health, medical, or disability insurance coverage for any Event contractor, including Announcer. Artist understands that he is expected and encouraged to obtain his own medical or health insurance coverage.

**Photographic Release.** Artist hereby grants and conveys unto Sports Backers all right, title, and interest in any and all photographic images and video or audio recordings made by Sports Backers during Artist's Performing with Sports Backers, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**Governing Law.** Sports Backers and Artist expressly agree that this Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. Artist also agrees that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement which shall continue to be enforceable.

**Counterparts.** This Agreement may be executed in any number of counterparts or by facsimile and each such counterpart will be considered an original, and together they will constitute one agreement.

In witness whereof, the parties have executed this Agreement on the date first written above.