

HOLD HARMLESS AGREEMENT

This agreement is made between the parties of each participating vendor and/or participant and “Heiva Tumu” Organization; it’s committee, board, officers, and volunteers.

TERMS

- 1) **Hold Harmless:** Upon Participant’s taking part at “Heiva Tumu” by their employees, agents, invites, volunteers, and students for the purpose of their involvement with “Heiva Tumu”, Participant shall hold harmless and indemnify “Heiva Tumu” from every liability, claim or demand, made by reason of:
 - a. Any injury to person or property, sustained by any person, firm, or corporation caused by an act (willful or not) neglect, default, or omission of the participant or any person, firm, or corporation directly or indirectly engaged by it upon or in connection with “Heiva Tumu” whether the injury or damage occurs at the “Heiva Tumu” venue, host hotel, or any other event related location.
 - b. For the use of any copyrighted or un-copyright composition, Tahitian cultural sacred protocol, patented or unpatented invention, article, or appliance during “Heiva Tumu”
 - c. For the use of their image(s) or likeness for advertising purposes and allows “Heiva Tumu” to videotape and photograph their performance or presence at “Heiva Tumu” for their archives and use within “Heiva Tumu” videotape, website, and all other related media.
- 2) **Authority to Enter Agreement:** Each participant warrants that the individual who signs this document has the legal power, right, and authority to make this Agreement and bind each respective participant.
- 3) **Amendment codification:** No supplement modification, or amendment of this agreement shall be binding unless executed in writing and signed by both parties.
- 4) **Attorney’s Feed and Costs:** In the case of legal action or other proceedings due to breach of this agreement, the successful or prevailing party shall be entitled to recover reasonable attorney fees and other related costs.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT AS STATED AND HEREBY AGREE TO THESE COMNDITIONS.

(Please make a copy for your records.)

☐ I accept to Terms and Conditions:

Signature_____ Date_____