



# YOUTH MAKER FORM & WAIVER

Return to [MakerFaireDetroit@thehenryford.org](mailto:MakerFaireDetroit@thehenryford.org) by July 15, 2018

Thank you for participating in Maker Faire. You or your group have been identified as a Young Maker group because you have members of your group that are under 18 years old.

Group Leaders, please see information below for Youth Maker Guidelines and requirements:

- ✓ Each Project/School/Group should have submitted separate applications.
- ✓ Each application asked for a list of students that are attending. The Henry Ford will use this information for check-in purposes and on-site support.
- ✓ **Please communicate check-in process to students, parents and chaperones.** Helpers of all ages will need to be counted in the group’s list, and they will need to pick up their wristband for admission. Parents who are not attending as helpers will need to purchase a ticket for admission.
- ✓ Please be sure parents know the name of the project and the Maker Number.
- ✓ A Terms and Conditions document, pages 2-3 below, must be completed and turned in for each participant under 18. This is in addition to the Terms and Conditions each maker agrees to upon submittal of their application. Return to [makerfairedetroit@thehenryford.org](mailto:makerfairedetroit@thehenryford.org) or Maker Faire Registration-PO Box 1970, Dearborn, MI 48121-9843 by July 15, 2018.
- ✓ GROUP LEADERS MAY NOT PICK UP WRISTBANDS FOR THEIR WHOLE GROUP. Each person registered must stop at the Check-in Tent before proceeding to Faire.
- ✓ Chaperones: ON-SITE CONTACTS REQUIRED.

The Henry Ford requires one chaperone per 10 students. We will be asking for on-site chaperone contact information while you are at Maker Faire. This will help us sufficiently care for your group. Please be sure that your students and chaperones are aware of The Henry Ford’s expectations for student behavior.

**Maker Name (Printed):** \_\_\_\_\_

**Project Name:** \_\_\_\_\_ **Maker #** \_\_\_\_\_

**Group/School Name:** \_\_\_\_\_

**Chaperone 1 Name:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Chaperone 2 Name:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Chaperone 3 Name:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Chaperone 4 Name:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Maker Name (Signature):** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Terms and Conditions – Maker Faire Detroit 2018 Young Makers

By signing below and in consideration of the ability to participate in activities (each, an “Activity”) being conducted by The Edison Institute d/b/a The Henry Ford (“The Henry Ford”), the undersigned (“Participant”) agrees to the following terms and conditions (“Terms and Conditions”).

1. **Activity - Generally.** Participant will notify The Henry Ford as promptly as possible if Participant believes it cannot meet the requirements of the Activity. Participant will comply with all federal, state and local laws, ordinances, rules and regulations applicable to its participation in the Activity.

2. **Premises and Materials.** Participant may be participating in the Activity on or in buildings, facilities or land owned, leased, or otherwise controlled by The Henry Ford (“Premises”). While at any Premises, Participant and/or its employees, agents, contractors, minor children and/or guests (“Personnel”) shall conduct themselves in a professional manner, shall comply with all Premises rules, policies and procedures, including those related to safety, dress code and conduct, and shall comply with all of The Henry Ford’s reasonable requests regarding personal conduct. Participant shall abide by all conditions or requirements for use of the Premises or equipment of The Henry Ford, and acknowledges that Participant is responsible to use the same in a safe and careful manner. Participant accepts full and unconditional responsibility for Participant’s actions and omissions, and the actions and omissions of Participant’s Personnel, whether acting individually or as part of a group, while on the Premises. Being on Premises while under the influence of alcohol or drugs, or in the possession of a controlled substance, or an unauthorized weapon is prohibited. Video recording, audio sound recording and photographing on the Premises for Participant’s commercial use is also strictly prohibited without the prior express written consent of The Henry Ford’s Marketing and Public Relations Office. Participant shall at all times keep all aspects of the Premises, including any streets, alleys, sidewalks and storage areas, free from all waste material, spoils, dirt, mud, scrap, debris, trash, and rubbish (collectively, “Waste”), and all Waste shall be removed from the Premises or deposited in such locations as The Henry Ford may from time to time designate. All tables, fixtures, props, displays, supplies, equipment, materials, tools, shelters and other personal property used on or brought onto the Premises by Participant and/or its Personnel (collectively, “Materials”) shall be provided, set-up and taken down by the Participant. Set-up and take-down must be performed during the established set-up and take-down periods during non-visitor hours. Participant assumes all responsibility and expense for Participant’s Materials, including all Materials lost, damaged or stolen at the Premises. The Henry Ford does not assume responsibility for any Materials, and Participant will take whatever steps necessary to protect Materials.

3. **Use of Likeness and Image.** In connection with the Activity or its other activities, The Henry Ford and/or its third party service providers may produce one (1) or more visual and/or audio recordings, photographs, renderings and/or other works (the “Works”). Participant may be a participant, contributor and/or performer in the Works. Participant hereby consents to the perpetual and worldwide reproduction, use and license of his/her name, likeness, image, voice, appearance, performance, biography and/or composition by The Henry Ford and/or its third party service providers for: (a) use in and with the Works, whether recorded on or transferred to videotape, audiotape, film, slides, photographs, digital files or other media, now known or later developed; and (b) publicity, marketing, advertising and promotional purposes in connection with The Henry Ford and/or the Works. Such use includes, but is not limited to, the use of Participant’s image on products given away, donated or sold by The Henry Ford. Participant acknowledges that each Work may be edited by The Henry Ford, and that The Henry Ford may broadcast, rebroadcast, cablecast, simulcast, webcast, exhibit, market, sell, duplicate, use, re-use, show in screenings, distribute and otherwise exploit the Works, in whole or in part, as The Henry Ford sees fit throughout the world, either alone or with other products, services, promotional materials and/or works, for commercial or non-commercial purposes, or any other purpose and/or media that The Henry Ford in its sole discretion may determine. Participant agrees that The Henry Ford shall have and retain all rights, title and interests, including all intellectual property rights, in and to the Works and all associated elements of the Works, free from any claim thereto by Participant. To the extent that, by operation of law or otherwise, Participant owns any rights in the Works, Participant hereby assigns to The Henry Ford all rights, title and interest, including copyrights, in and to the Works. Participant hereby appoints The Henry Ford as Participant’s agent for the purpose of perfecting its interest in and to any images taken of Participant and/or any Participant Materials while on the Premises. Participant hereby releases The Henry Ford and its third party service providers from any liability arising from the use of the Works and/or other materials created by The Henry Ford or furnished by Participant in connection with the Works. Participant acknowledges the receipt and sufficiency of all consideration in connection with this consent, license and release. Participant waives and foregoes any other or additional consideration, remuneration and/or compensation in connection with this consent, license and release and/or the Works. In no event shall The Henry Ford be liable to Participant in relation to this Terms and Conditions and/or the Works, regardless of the form of action or theory of recovery, for any direct, indirect, incidental, consequential, special, punitive or exemplary damages, regardless of whether The Henry Ford have been made aware of its possibility. Participant expressly releases and indemnifies The Henry Ford and its officers, employees, agents and designees from any and all claims, known and unknown, arising out of or in any way connected with the above granted uses.

4. **Indemnity and Releases.** To the extent permitted by applicable law, Participant shall defend, indemnify and hold The Henry Ford and its Trustees, officers, agents and employees (collectively, the “Released Parties”) harmless from and against any and all liabilities, damages, losses, fines, penalties, claims, costs, expenses and fees, including but not limited to attorney’s fees, incurred by, or awarded or asserted against, the Released Parties, or any of them, that arise out of or in connection with this Terms and Conditions, Participant’s participation in the Activity and/or Participant’s or its Personnel’s acts, omissions or presence on the Premises, except to the extent directly caused by the gross negligence or intentional misconduct of any Released Parties. In participating in the Activity on the Premises, Participant unconditionally and irrevocably releases any claims that Participant and/or its Personnel may now or hereafter have against the Released Parties, or any of them, from any and all liabilities, damages, losses, fines, penalties, claims, costs, expenses and fees, including but not limited to attorney’s fees, that arise out of or in connection with any loss, damage or injury that may be sustained by Participant, Participant Personnel and/or any Materials, while on the Premises, except to the extent directly caused by the gross negligence or intentional misconduct of any Released Parties.

5. **Limitation of Liability.** Regardless of the form of action or theory of recovery, in no event shall The Henry Ford be liable to Participant and/or any Participant Personnel in connection with this Terms and Conditions, the Activity and/or the Premises for any: (a) indirect, special, exemplary, consequential, incidental or punitive damages, even if The Henry Ford has been advised of the possibility of such damages; (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages;

**and/or (c) direct damages in an amount in excess of the greater of the amounts paid to Participant under this Terms and Conditions or \$5,000.**

6. No Assignment By Participant. Participant may not assign or subcontract these Terms and Conditions, in whole or in part, without The Henry Ford's prior express written consent. Any attempted assignment or subcontract by Participant without such written consent shall be void.

7. General Provisions. These Terms and Conditions are governed by the laws of the United States and the State of Michigan (exclusive of its choice of law rules). These Terms and Conditions constitute the sole understanding of the parties with respect to the stated subject matter and may be amended only by a written agreement signed by both parties. Any waiver of a party's right or remedy related to this Terms and Conditions must be in writing, signed by that party to be effective and no waiver shall be implied from a failure of either party to exercise a right or remedy. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid and enforceable under applicable law. All provisions of these Terms and Conditions relating to uses of likeness and image, indemnification, releases and limitations of liability shall remain in full force and effect after termination or expiration of these Terms and Conditions.

AGREED AND ACCEPTED:

\_\_\_\_\_  
Participant Signature / Date

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

If Participant is under eighteen (18) years of age as of the date of signature, a parent or guardian ("Responsible Adult") must sign below. Responsible Adult hereby agrees to be responsible, on a joint and several basis, for any breach by Participant of the foregoing Terms and Conditions. In addition, and without limiting the foregoing, Responsible Adult hereby agrees to indemnify, defend and hold harmless the Released Parties from any claims, losses, or liabilities in any way related to Participant's participation in the Activity and/or otherwise arising in connection with the Terms and Conditions, including, without limitation, the claims described in Section 4 (Indemnity and Release) above.

\_\_\_\_\_  
Responsible Adult Signature / Date

\_\_\_\_\_  
Responsible Adult Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

Maker Number: \_\_\_\_\_

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

Group or School Name: \_\_\_\_\_