

Artist Performance Waiver and Acknowledgment

This agreement is between the undersigned performer ("Artist") and the business identified below ("Venue") for the performance listed below. Each individual performer must sign, including each member of a band or group.

Venue legal business name: _____

Pink Heifer location: _____ Performance date: _____

1 Performance status

Participation is voluntary. No cash performance fee is promised unless agreed in writing. Any complimentary meal or other benefit promised in writing will be honored, including the advertised free BBQ meal for qualifying music open mic performances of at least 30 minutes. Artist may accept voluntary guest tips where permitted. This agreement does not waive any payment or employment rights required by law.

2 Assumption of risk and separate liability release

Artist understands that performing involves risks including trips, falls, loud sound, crowd interaction, and damage to personal equipment. Artist agrees to use reasonable care, follow safety instructions, and promptly report unsafe conditions. The separately signed release on page 3 addresses Artist's injury and property claims, including specified claims arising from the Venue's ordinary negligence. Artist must read and separately sign that release to accept it.

3 Personal property and equipment

Artist is responsible for bringing and supervising their instruments and personal property. The Venue provides a microphone and built in sound system. Other equipment must be arranged in advance. Artist agrees to pay reasonable, documented costs for damage to Venue equipment or property caused by Artist's negligence or misuse, excluding ordinary wear. The Venue does not insure Artist's property.

4 Conduct and right to end participation

Artist must follow Venue rules and staff instructions and may not perform while impaired. Artist is responsible for their conduct and must comply with applicable alcohol laws. The Venue reserves the right, in its sole discretion and at any time, to pause or end Artist's performance, revoke permission to participate, and require Artist to leave the premises, with or without prior warning, subject to applicable law. This right does not eliminate any payment or meal benefit already earned or otherwise legally owed.

5 Scheduling and cancellation

The Venue may adjust performance times, set lengths, and sound levels, or cancel or reschedule an appearance for operational, safety, weather, or other reasons. Artist should provide at least 24 hours' notice if unable to perform. No cancellation fee applies unless agreed in writing. Any separate written paid booking terms will control payment and cancellation obligations.

6 Recording and promotional permission

Artist grants the Venue permission to photograph, record audio and video, and livestream the performance. Artist also grants the Venue a nonexclusive, worldwide, ongoing right to use Artist's name, stage name, likeness, voice, songs, and performance, in whole or in edited excerpts, for Pink Heifer promotional materials, including websites, social media, paid advertisements, and printed materials, without additional approval or compensation.

This permission applies only to rights Artist owns or is authorized to grant. It does not transfer ownership of Artist's songs or other original material and does not grant rights belonging to other songwriters, publishers, recording owners, or performers. The Venue must obtain any separate permissions or licenses required for its use of that material. Edits may not materially misrepresent Artist's performance. Recording, publication, and delivery of footage are not guaranteed.

Artist initials acknowledging promotional permission: _____

7 Acknowledgment and signature

Artist confirms they are at least 18 years old, have read and understand this agreement, and voluntarily accept its terms. Any performer younger than 18 must obtain advance Venue approval and use a separate appropriate parent or guardian agreement. Wisconsin law governs, subject to applicable federal law. Each Artist signs for themselves only.

Legal name: _____

Stage name: _____

Band or act name: _____

Email: _____

Phone: _____

Artist signature: _____

Date: _____

Venue representative: _____

Venue signature and date: _____

Separate Release of Liability

Artist legal name: _____

Venue legal business name: _____

Pink Heifer location: _____ Performance date: _____

This release applies only to the appearance identified above and accompanies the Artist Performance Waiver and Acknowledgment. Complete the Venue legal business name before signing.

Notice of rights being released

By signing this page, Artist agrees to release specified claims for personal injury and property damage, including claims caused by the Venue's ordinary negligence.

Performance risks and limited release

Artist understands and voluntarily assumes the risks of setup, sound check, performance, and removal of equipment, including trips and falls involving stage access, cables, stands, or instruments; strains from moving equipment; hearing injury from amplified sound; accidental contact in shared performance areas; and accidental damage to personal equipment.

In consideration of the opportunity to perform, Artist releases the Venue legal entity identified above, its owners, employees, and agents acting in their Venue capacities from Artist's own claims for personal injury and physical property damage arising from these specific risks during the identified appearance, including claims caused by their ordinary negligence in arranging or maintaining the stage and stage access, placing or securing performance equipment and cables, operating amplified sound, or coordinating shared performance areas. Ordinary negligence means a failure to use reasonable care.

Exceptions and limits

This release does not cover reckless, willful, or intentional misconduct; conduct beyond ordinary negligence; unrelated premises conditions or activities; alcohol service claims; employment or wage rights; or claims that cannot lawfully be waived. It does not release claims belonging to other people or require Artist to defend the Venue or pay for the Venue's negligence. The separate promotional permission remains governed by the main agreement.

Questions and requested changes

Artist may ask questions and request changes before signing. The Venue will consider requested changes and record any agreement below. No statement that negotiation occurred is implied. Only changes accepted and initialed by both parties apply. Artist is not bound by this release merely by attending or signing the main agreement.

Agreed changes, or write none: _____

Change approval initials: Artist _____ Venue _____

Separate acceptance

Artist confirms they are at least 18, have read this release, understand that it includes ordinary negligence claims within the scope stated above, and voluntarily agree to it. Wisconsin law governs, subject to applicable federal law.

Artist signature: _____ Date: _____

Venue representative signature: _____ Date: _____