

Pink Heifer Open Mic Artist Waiver and Release

Pink Heifer BBQ Saloon 567 State St. Madison, WI

Legal name		Performance date	
Stage or act name		Email	
Phone		Requested time	

Agreement

This agreement is between the performer named above, called Artist, and Pink Heifer BBQ Saloon, called Venue. Each individual performer must sign, including each member of a band or group.

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

Risk and property. Artist understands that performing involves risks including trips, falls, loud sound, crowd interaction, moving equipment, and damage to personal equipment. Artist agrees to use reasonable care, follow staff instructions, and promptly report unsafe conditions. Artist is responsible for their instruments and personal property. The Venue does not insure Artist's property.

Content standards and venue control. Artist may not perform material the Venue considers inappropriate for the room, including racist, sexist, hateful, sexually explicit, threatening, harassing, discriminatory, political, or otherwise disruptive jokes, songs, comments, gestures, or conduct. The Venue may, in its sole discretion, for any reason and at any time, stop Artist performance, revoke permission to participate, refuse future participation, and require Artist to leave the premises, with or without warning, subject to law. This does not eliminate any payment or meal benefit already earned or legally owed.

Recording and promotion. Artist grants the Venue permission to photograph, record audio and video, livestream, and use Artist's name, stage name, likeness, voice, songs, and performance, in whole or edited excerpts, for Pink Heifer promotional materials, including websites, social media, paid advertisements, and printed materials, without additional approval or compensation. Venue also permits Artist to record and post or repost audio or video of Artist's own performance on Artist's social media, including recordings made by Venue and shared with Artist, provided every post, clip, story, or repost visibly credits "Pink Heifer BBQ Saloon #SmokeShow stage" in its caption or on screen. Each party grants only rights it owns or is authorized to grant. These permissions do not transfer ownership of Artist's songs or grant rights belonging to third parties.

Notice of release

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

Limited release. In consideration of the opportunity to perform, Artist releases Pink Heifer BBQ Saloon, its owners, employees, and agents acting in their Venue capacities from Artist's own claims for personal injury and physical property damage arising from setup, sound check, stage access, cables, equipment, amplified sound, shared performance areas, performance, and equipment removal, including claims caused by ordinary negligence. 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.

Acknowledgments and signature

- ☐ I confirm I am at least 18 years old, have read this agreement, and voluntarily accept its terms as presented, without changes.
- ☐ I agree to the content standards and understand Pink Heifer may stop my performance at any time for any reason.
- ☐ I agree to the reciprocal recording and promotional permissions, including the required venue credit, and the release of liability above.
- ☐ If submitted online, I agree that my typed name and form submission are my electronic signature.

Artist signature		Date	
Venue representative		Date	