

Galactic Hero Events

Client Agreement

This Client Agreement (the "Agreement") is made and entered into on the below date, by and between **Galactic Hero Events** (the "Company") and the undersigned individual (the "Client").

1. Services Provided:

- The Company agrees to provide independent contractors (the "Performers") to entertain at the Client's event as sci-fi characters and improv actors.
- The Performers will be professional, friendly, well-groomed, and will adhere to the highest standards of conduct during the event.

2. Payment Terms:

- The Client agrees to pay the Company a fee for the services provided. The total fee and payment schedule will be outlined in the invoice provided by the Company.
- A non-refundable deposit is required to secure the booking. This deposit will be applied towards the total fee and will be outlined in the invoice provided by the Company.
- The remaining balance is due on the day of the event, unless otherwise specified.

3. Client Responsibilities:

- The Client agrees to provide a safe and appropriate environment for the Performers.
- The Client must ensure that Performers are not put in any danger during the event. This includes but is not limited to physical harm, unsafe conditions, or exposure to the presence of illegal substances.

4. Non-Refundable Deposit:

- The deposit paid by the Client to secure the booking is non-refundable. This is to compensate the Company and its performers for reserving the date and preparing for the event, at the expense of turning away other opportunities.

5. Cancellation Policy:

- Clients are encouraged to notify Company as soon as possible if the event must be cancelled, so that the performers may free their schedule for other opportunities.

6. Limitation of Liability:

- The Company shall not be liable for any injury, damage, or loss that occurs to the Client, their property, or their guests as a result of the Performers' actions, including in cases of gross negligence or intentional misconduct by the Performers.
- The Client acknowledges that the Performers are independent contractors and not employees of the Company.

7. Governing Law:

- This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, without regard to its conflict of laws principles.

8. Entire Agreement:

- This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understandings, agreements, or representations, whether oral or written, relating to the subject matter of this Agreement.

9. Severability:

- If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

By signing below, the Client acknowledges that they have read and understood this Agreement, and agree to its terms and conditions.

Performer Signature:

Company Signature:

Date:

Date:

Printed Name:

Printed Name:

Injury Waiver and Release of Liability

This Waiver and Release of Liability (the "Agreement") is entered into by and between **Galactic Hero Events** (the "Company") and the undersigned individual (the "Client"). By signing this Agreement, the Client acknowledges and agrees to the following terms and conditions:

1. **Assumption of Risk:** The Client understands and acknowledges that participation in live entertainment and improv performances at events, including but not limited to birthday parties, involves inherent risks. These risks include, but are not limited to, physical injury, property damage, or other harm that may arise from the intentional or unintentional actions and/or inactions of the performers.
2. **Waiver of Liability:** The Client, on behalf of themselves, their children, and their guests, hereby releases, waives, discharges, and covenants not to sue the Company for any and all claims, demands, actions, or causes of action arising out of or related to any injury, damage, or loss sustained by the Client, their children, or their property, whether caused by the negligence or intentional actions of the Company's performers or otherwise.
3. **Indemnification:** The Client agrees to indemnify and hold harmless the Company from any and all claims, liabilities, damages, costs, and expenses (including attorney's fees) arising out of or related to any injury, damage, or loss sustained by the Client, their children, or their property during the event.
4. **No Waiver of Performer Liability:** This Agreement does not waive the Client's right to pursue legal action against individual performers for any intentional or negligent acts that result in injury or damage.
5. **Arbitration Agreement:** Any dispute, controversy, or claim arising out of or relating to this Agreement or the services provided by the Company shall be resolved exclusively through binding arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and shall take place in Hailey, Idaho. *The decision of the arbitrator shall be final and binding on all parties.*
6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, without regard to its conflict of laws principles.
7. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understandings, agreements, or representations, whether oral or written, relating to the subject matter of this Agreement.

By signing below, the Client acknowledges that they have read and understood this Agreement, and agree to its terms and conditions.

Performer Signature:

Date:

Printed Name:

Company Signature:

Date:

Printed Name:
