



2018 VOLUNTEER APPLICATION CHECKLIST

DEADLINE TO SUBMIT YOUR APPLICATION IS JULY 20, 2018. NO EXCEPTIONS.

Last Name _____ First Name _____

Mailing Address _____ City _____ State _____ Zip _____

E-Mail Address _____ Phone _____

Emergency Contact Name & Phone _____

Each line must be initialed to submit application:

- _____ Completed and Signed Volunteer Application (3 pages total)
- _____ Completed and Signed Volunteer Services Agreement (4 pages total)
- _____ Completed and Signed Volunteer Arbitration Agreement (Arbitration Agreement, 6 pages total)
- _____ Completed and Signed Volunteer Assumption of Risk, Release and Liability Waiver (2 pages total)
- _____ Copy of State Issued Photo ID and a copy of your OLCC card if you wish to volunteer in the Beer Gardens

RV _____ or Tent _____ (Camp Host applicants only)

T-shirt size: S M L XL 2XL 3XL 4XL

Fill out this form in its entirety, incomplete applications will not be processed. **All applications must be submitted by July 20, 2018**, no exceptions.

Email Application in PDF format to:
 lorie@countrymusicconcerts.com
 Please include in the subject line:
 BWCMF Volunteer Application

Mail Printed Application to:
 Country Music Concerts
 Attn: Volunteer Coordinator
 PO Box 23638
 Eugene OR 97402

(541) 345-9263 • (541) 687-9722 FAX • www.BWCMF.com

| FOR OFFICE USE ONLY | | |
|---------------------|-------|------|
| Date / Day | Shift | Area |
| | | |
| | | |
| | | |
| | | |

Date schedule emailed: _____



2018 VOLUNTEER APPLICATION

**DEADLINE TO SUBMIT YOUR APPLICATION IS JULY 20, 2018, NO EXCEPTIONS.
ALL VOLUNTEERS MUST SUBMIT STATE ISSUED PHOTO ID WITH THEIR APPLICATION.**

Incomplete applications will not be processed until ALL information has been filled out completely.

| | | | |
|--------------------------------|------------|-------|-----|
| Last Name | First Name | | |
| Mailing Address | City | State | Zip |
| E-Mail Address | Phone | | |
| Emergency Contact Name & Phone | | | |

Have you volunteered with the BWCMF before? When and what position(s)? _____

Important

All volunteer positions are assigned on a first come, first served basis. All volunteers must be prepared to attend schedule meetings (if required). The shifts will include one morning, one afternoon and one evening shift. Each shift is approximately 4-6 hours per shift. At check-in, you will receive two general admission wristbands and an official t-shirt.

Please review the attached volunteer documents including the (1) Volunteer Agreement, (2) Volunteer Arbitration Agreement and (3) Assumption of Risk, Release and Liability Waiver. All volunteer documents must be completed and submitted with your application. Incomplete applications will not be processed. Please contact the Volunteer Coordinator at the email address or telephone number on the next page if you have any questions. You can expect an email from the Volunteer Coordinator regarding important volunteer information within 30 days of receiving your completed application. We appreciate your support.

Some Bi-Mart Willamette Country Music Festival positions begin Thursday, August 16 and run through Sunday, August 19. Please check the days you are available to volunteer: **(You must select a morning, afternoon and evening shift on a minimum of three different days you are available.)**

- Thursday** _____ AM _____ Mid-Day _____ PM
 Friday _____ AM _____ Mid-Day _____ PM
 Saturday _____ AM _____ Mid-Day _____ PM
 Sunday _____ AM _____ Mid-Day _____ PM

Please check your t-shirt size: S M L XL 2XL 3XL 4XL

Are you volunteering with a friend or family member who you want to work with? Yes No

What is their name so we can do our best to try and pair you? (not guaranteed) _____

| FOR OFFICE USE ONLY | | |
|---------------------|-------|------|
| Date / Day | Shift | Area |
| | | |
| | | |
| | | |
| | | |

Date schedule emailed: _____

Positions are assigned in the order *completed applications* are received. Please indicate the positions you are interested in, in order of preference, numbering your choices: #1, #2, #3 and so on.

- _____ **Merchandise Sales** Sales of current Festival merchandise. Must have cash and credit card handling experience.
- _____ **Information Booth/Tag-A-Kid Child Registration** Assist Festival attendees with information, RV pumping reservations, lost child wristband registration and keep a log of items coming in and going out of Lost and Found.
- _____ **Guest Services/Handicap Assistance Team** Help set up chairs in venue as patrons enter, monitor wristbands, assist with answering questions and assist handicap patrons with their chairs.
- _____ **General Admission Parking Gates** Check for parking passes and tickets, sell parking passes at gate and traffic control for easement at gates.
- _____ **Camp Host** Oversee a camping section and assist with issues that arise. Must be available for general questions, walking around the campgrounds and communicating with campers. **Must be available Wednesday night through Monday morning.** (RV _____ or Tent _____)
- _____ **Volunteer Tent** Check in and wristband volunteers; distribute information pertaining to the venue and camping, keep the volunteer hospitality tent clean and stocked
- _____ **Scrip Sales Booth** Volunteers sell beer tickets to patrons prior to ordering drinks at the beer counter. You must have prior experience handling cash in a high traffic environment. An OLCC card is not required to sell scrip.

If interested in **Serving Alcohol**, please send a copy of your OLCC card with your Scrip Sales application.

_____ **I understand that all positions are limited. If my top three choices are full, I agree that I will be scheduled to work in guest services.**
Initial

Volunteers under the age of 18 must be accompanied by a person over the age of 18. **Are you 18 or over?** Yes No Age _____
(See below for further details.)

I am the parent or legal guardian of _____ (“Volunteer”). I have read and understand all of the foregoing terms of this document and supporting agreements, I am legally responsible for the obligations and acts of Volunteer, and I agree, for myself and for Volunteer, to be bound by the terms of this document.

The following person is over 18 and will accompany Volunteer during the Festival:

Parent or Legal Guardian's Printed Name Date

Parent or Legal Guardian's Signature

Waiver of Release

I hereby release, discharge and agree to hold Willamette Country Music Concerts, LLC and its sponsors and or partners harmless from any and all claims, liabilities, damages, losses or expenses arising from or caused by any hazard, whether or not covered by insurance, resulting from or related to my volunteer activities with the Bi-Mart Willamette Country Music Festival.

By signing below you agree to work all BWCMF shifts assigned to you. Cancellations and shift change requests must be submitted by 8-2-18. Failure to appear for a scheduled shift will result in deactivation of your wristband(s) and reimbursement to WCMC, LLC of \$189.00 per wristband(s) within 30 days of the event.

Initial

Volunteer's Signature Date

Volunteer's Printed Name

PLEASE REMEMBER, YOU MUST SUBMIT STATE ISSUED PHOTO ID WITH YOUR APPLICATION.

Fill out this form in its entirety, incomplete applications will not be processed. **All applications must be submitted by July 20, 2018**, no exceptions.

Email Application in PDF format to:
lorie@countrymusicconcerts.com
Please include in the subject line:
BWCMF Volunteer Application

Mail Printed Application to:
Country Music Concerts
Attn: Volunteer Coordinator
PO Box 23638
Eugene OR 97402

BI-MART WILLAMETTE COUNTRY MUSIC FESTIVAL

VOLUNTEER SERVICES AGREEMENT

This VOLUNTEER SERVICES AGREEMENT is entered into and effective as of the Start Date written below (the “Effective Date”) by and between WCMC, LLC and the below named volunteer (the “Volunteer”) (collectively with the “Event Group” (defined below), the “Parties”) and sets forth certain terms and conditions relating to Volunteer’s participation with the Event Group in or at the Bi-Mart Willamette Country Music Festival event to be held during the time and place identified below (together with all ancillary and related activities, the “Event”). The “Event Group” shall mean (collectively and individually): WCMC, LLC, its existing and future parents, subsidiaries, partners, predecessors, successors and affiliate corporations and business entities of each entity in the Event Group, and current and former officers, directors, employees, and/or agents of each entity in the Event Group (collectively with Volunteer, the “Parties”).

Volunteer Name: _____

Volunteer Event: BI-MART WILLAMETTE COUNTRY MUSIC FESTIVAL

Event Start and End Date(s): AUGUST 16-19, 2018

Event Location: BROWNSVILLE, OR

Volunteer Status. Volunteer will be providing his/her time and services as a volunteer and not as an employee. Volunteer is providing such services on a strictly voluntary basis, and is not forgoing any employment opportunities in order to participate as a volunteer at the Event. Volunteer further acknowledges and understands that he/she may stop being a volunteer at any time. Volunteer also understands and agrees that any entity in the Event Group may cease to allow Volunteer to participate as a volunteer at the Event at any time, including before the end of the Event, with or without cause and with or without notice.

Volunteer Terms. Volunteer agrees to comply with any and all rules and instructions which may be established by any entity(ies) in the Event Group with respect to Volunteer’s participation at the Event, and that Volunteer’s failure to comply with such rules and instructions may result in Volunteer’s immediate dismissal as a volunteer.

Volunteer Affiliation Limited to Time and Place of Event. Volunteer acknowledges and agrees that his/her volunteer services will be limited to the Event to be held at the Event Location during the Event Date(s) above, and that Volunteer’s affiliation with all entities in the Event Group will end at the conclusion of the Event.

Volunteer Hours. Volunteer acknowledges and agrees that his/her hours of volunteer service at the Event will be limited to a maximum of 6 hours per day for the Event. Volunteer understands that he/she is required and agrees to take all applicable meal and rest breaks for the location in which the Event occurs. Volunteer understands and agrees that he or she is not permitted to and will not spend more than forty (40) hours volunteering in any week unless Volunteer is authorized to do so in advance and in writing by an officer of the Company. Volunteer agrees to immediately report to the volunteer coordinator in writing any instance in which he or she spends more than 40 hours in any week volunteering. Volunteer understands that he/she is required to take and agrees to take all applicable meal and rest breaks for the location in which the Event occurs.

No Employment Status. Volunteer acknowledges and agrees that he/she is not an employee, independent contractor, or agent of any entity in the Event Group and/or their respective affiliates. Nothing herein shall create nor be deemed to create an employment, independent contractor, or agency relationship between Volunteer and any event or entity in the Event Group.

No Entitlement To Compensation or Employment Benefits. Volunteer understands and agrees that he/she is not entitled to and will not receive any compensation in connection with his/her volunteer services at the Event, including, without limitation, salary, wages, and/or benefits. Volunteer further acknowledges and agrees that he/she is not entitled to and will not participate in any benefit plans or programs offered by any entity in the Event Group to their employees, including, without limitation, vacation or holiday pay, sick leave, retirement, accidental death, health, disability, workers' compensation, and/or unemployment insurance benefits. **Volunteer expressly waives any claim for compensation, including any minimum wage, and/or employment benefits in connection with his/her volunteer services at the Event.**

No Reimbursement of Expenses. Volunteer acknowledges and agrees that he/she is not entitled to reimbursement for any out of pocket or other expenses incurred by Volunteer in connection with the Event, including without limitation any travel expenses. Any entity(ies) in the Event Group may, however, in its/their sole discretion, agree to pay for certain expenses. The payment of certain expenses, if any, is not intended to and will not give rise to an entitlement to the payment of any other expenses.

Receipt of In Kind Benefits. Volunteer acknowledges that he/she may receive certain "in kind" benefits, to be determined in the sole and absolute discretion of any entity(ies) in the Event Group, in recognition of Volunteer's participation at the Event. Volunteer further acknowledges that any receipt of "in kind" benefits does not in any way convert volunteer's relationship with the Event Group to an employee/employer relationship.

Required Confidentiality. Volunteer understands and agrees that he or she will not divulge any information of a confidential, proprietary or trade secret nature relating to the Company or to any of its clients, properties, or customers, to anyone other than authorized personnel of the Company, either during the Event or at any time thereafter. Volunteer understands and agrees that he or she will not use any confidential information relating to the Company, its clients, properties or customers, except in the course of Volunteer's authorized services at the Event. Following the Event, Volunteer will not make any use of any confidential or proprietary information relating to the Company, its clients, customers or properties.

Controlled Substances. The use of alcohol, controlled substances or artificial stimulants during Volunteer hours is strictly prohibited and may be cause for the immediate termination of Volunteer.

Files and Electronic Devices. Volunteer acknowledges that files, documents and records of any kind relating to the Company and the Company's business, including materials created by Volunteer during the Volunteer's participation at the Event, are the property of the Company. They shall not be removed from the Company's offices, and shall be returned to the Company at the end of Volunteer's association with the Company. Volunteer understands that the Company reserves the right to monitor, access, investigate, wipe or preserve data in any and all devices Volunteer uses during the course of Volunteer's participation at the Event and/or for the completion of any projects involving the Company or its clients, properties or customers, and that Volunteer has no expectation of privacy in those computers or other electronic devices used during the participation at the Event.

Amendment. This Agreement may be modified or amended only by the written consent of the Parties or their authorized representatives.

Waiver. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be or construed as a further and continuing waiver of any such term, provision or condition of this Agreement.

Governing Law. All disputes arising out of or relating to this Agreement shall be governed by and be construed in accordance with the laws of the State of Oregon, without giving effect to the principles of conflicts or choice of laws, regardless of the place of execution or performance of this Agreement.

Agreement to Arbitrate. Volunteer acknowledges and agrees that all disputes arising out of or relating to this Volunteer Services Agreement and/or Volunteer's participation at the Event shall be, to the fullest extent permitted by law, arbitrated in accordance with the Volunteer Arbitration Agreement attached hereto as Exhibit A, which Volunteer must execute as a condition to entering this Agreement.

Assumption of Risk, Release and Liability Waiver. Volunteer acknowledges and agrees that his/her participation as a volunteer at the Event is expressly conditioned on Volunteer's execution of the Assumption of Risk, Release and Liability Waiver attached hereto as Exhibit B.

Severability. This Volunteer Services Agreement will be binding to the fullest extent permitted by law, and will be binding upon each of Volunteer's heirs, successors and assigns. If any provision of this Volunteer Services Agreement is held to be invalid, illegal or unenforceable, such provision will be curtailed and limited only to the minimum extent necessary to comply with applicable law, and the validity, legality, and enforceability of the remaining provisions of this Volunteer Services Agreement will not in any way be affected or impaired thereby.

Captions. Captions contained in this Agreement are inserted only as a matter of convenience and do not in any way define, limit, or extend the scope or intent of this Agreement or any term or provision of this Agreement.

Entire Agreement and Counterparts. This Volunteer Services Agreement, together with the attached Volunteer Arbitration Agreement and Assumption of Risk, and Release and Liability Waiver, constitute the complete understanding with respect to Volunteer's volunteer services at the Event, and supersedes any and all agreements, understandings, and discussions, whether written or oral, with respect to Volunteer's volunteer services at the Event. No other term or condition may be added, and no changes to these agreements may be made, without the express written agreement of the Event Group. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A photocopy or facsimile transmission of this Agreement will be deemed an original.

[This Space Is Intentionally Left Blank]

VOLUNTEER HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS AND VOLUNTARILY SIGNS THIS AGREEMENT FREE FROM ANY PRESSURE, COERCION, OR DURESS. VOLUNTEER UNDERSTANDS THAT THIS AGREEMENT MAY BE PLED AS A COMPLETE BAR AND DEFENSE TO ANY ACTION OR OTHER PROCEEDING INSTITUTED OR FILED BY VOLUNTEER OR ANY PERSON ACTING ON VOLUNTEER'S BEHALF ON ACCOUNT OF ANY MATTER CONTAINED HEREIN AND/OR WHICH ARISES OUT OF OR IN CONNECTION WITH VOLUNTEER VOLUNTEERING AT THE EVENT.

IN WITNESS, WHEREOF, Volunteer and the Event Group have executed this agreement as of the Effective Date.

Volunteer:

For the Event Group:

Signature: _____

By: _____

Name: _____

Name: _____

Title: _____

If Volunteer is under 18 years of age:

I am the parent or legal guardian of _____ (“Volunteer”). I have read and understand all of the foregoing terms of this document, I am legally responsible for the obligations and acts of Volunteer, and I agree, for myself and for Volunteer, to be bound by the terms of this document.

Parent or Legal Guardian's Name

Date _____

Parent or Legal Guardian Signature

BI-MART WILLAMETTE COUNTRY MUSIC FESTIVAL

VOLUNTEER ARBITRATION AGREEMENT (“ARBITRATION AGREEMENT”)

As further consideration for being permitted by WCMC, LLC to participate as a volunteer at the Bi-Mart Willamette Country Music Festival event to be held in Brownsville, OR from August 16th until August 19th 2018 (together with all ancillary and related activities, the “Event”), and the mutual promises herein, the Event Group (as defined below) and _____ (“You” or “Volunteer”) agree as set forth below in this mutual Arbitration Agreement. For purposes of this Arbitration Agreement, the “Event Group” shall mean (collectively and individually): WCMC, LLC, its existing and future parents, subsidiaries, partners, predecessors, successors and affiliate corporations and business entities of each entity in the Event Group, and current and former officers, directors, employees, and/or agents of each entity in the Event Group.

1. **Binding Mutual Arbitration.** You and the Event Group agree that any Covered Claims (defined below) will be resolved by final and binding arbitration as set forth in this Arbitration Agreement. This Arbitration Agreement, including the Waivers set forth in paragraph 4 of this Arbitration Agreement, shall be governed by and interpreted in accordance with the Federal Arbitration Act (“FAA”). This Arbitration Agreement applies with respect to all Covered Claims, whether initiated by you or the Event Group, and makes arbitration the required and exclusive forum for the resolution of all Covered Claims. By entering into this Arbitration Agreement, you and the Event Group each acknowledge and agree that, to the fullest extent permitted by law, you and the Event Group are each giving up the right to a jury trial in any forum and the right to a judicial forum for the resolution of any and all Covered Claims.

2. **Covered Claims.** Except for the Excluded Claims (defined below), and to the fullest extent permitted by law, Covered Claims include any and all claims, causes of action or disputes between you and the Event Group based on, arising out of, or related in any way to your volunteering at the Event, including but not limited to contract, tort, and other common law claims, wage and hour claims, discrimination, harassment and retaliation claims, claims for penalties or restitution, and claims and causes of action under, based on, or relating to any federal, state or local constitution, statute, common law, or regulation of any country, state or municipality, including, without limitation, the Fair Labor Standards Act (“FLSA”), Title VII of the Civil Rights Act of 1964 (“Title VII”), and the Americans With Disabilities Act (“ADA”); provided, however, that nothing in this Arbitration Agreement relieves either you or the Event Group from any obligation that you or they may have to exhaust certain administrative remedies before arbitrating certain types of claims or disputes under this Arbitration Agreement.

3. **Excluded Claims.** The following claims and disputes are not subject to this Arbitration Agreement: (i) applications by any party for temporary or preliminary injunctive relief in aid of arbitration or for the maintenance of the status quo pending arbitration, (ii) claims for workers’ compensation benefits, (iii) claims for unemployment compensation benefits, (iv) claims under the National Labor Relations Act, as amended, within the exclusive jurisdiction of the National Labor Relations Board, (v) claims for benefits under a plan that is governed by the Employee Retirement Income Security Act of 1974 (“ERISA”), and (vi) any claim that is expressly precluded from arbitration by a federal, state, or local statute or regulation that is not preempted by the FAA. Nothing in this Arbitration Agreement shall prohibit you from filing a charge, complaint or claim or communicating or cooperating with, providing information to, or participating in an investigation by the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the U.S. Department of Labor, the Occupational Safety and Health Commission, or any other federal, state, or local administrative agency. Such federal, state, or local agency is entitled to investigate such a charge, complaint, or claim in accordance with applicable law and prosecute an action on your behalf. However, any such Covered Claim that is not fully and finally resolved through such federal, state, or local agency proceedings must be submitted to arbitration in

accordance with this Arbitration Agreement, and may not proceed in a judicial forum (unless prosecuted by an agency as an agency charge).

4. WAIVERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND THE EVENT GROUP AGREE THAT NO COVERED CLAIMS MAY BE INITIATED, MAINTAINED, HEARD OR DETERMINED ON A CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION BASIS EITHER IN COURT OR IN ARBITRATION, AND THAT YOU ARE NOT ENTITLED TO SERVE OR PARTICIPATE AS A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION MEMBER OR REPRESENTATIVE OR TO RECEIVE ANY RECOVERY FROM A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION INVOLVING COVERED CLAIMS EITHER IN COURT OR IN ARBITRATION. You further agree that if you are included within any class action, collective action, or representative action in court or in arbitration involving a Covered Claim, you will take all steps necessary to opt-out of the action or refrain from opting in, as the case may be.

You have the right to challenge the validity of the terms and conditions of this Arbitration Agreement on any grounds that may exist in law and equity. The Event Group, however, reserves the right to enforce the terms and conditions of this Arbitration Agreement in any appropriate forum.

Any issue or dispute concerning the validity or enforceability of this Arbitration Agreement and/or any of the class, collective, and representative action waivers contained in this Arbitration Agreement (“Waivers”) shall be governed by and determined under and in accordance with the FAA, and shall be decided by an appropriate federal district court in the state where the Event is located or, and if an action cannot be brought there in any federal district court of competent jurisdiction.

Any issue or dispute concerning arbitrability of a particular issue or claim pursuant to this Arbitration Agreement must be resolved by the arbitrator, not the court. Any issues or disputes concerning the validity or enforceability of this Arbitration Agreement and/or any of the class, collective, or representative action Waivers must be decided by the court, and not by the arbitrator.

Consistent with the foregoing Waivers, in any arbitration between the parties under this Arbitration Agreement, the arbitrator may not join or consolidate any claim of any other individual or entity, unless agreed to by all parties to the arbitration, in writing.

Insofar as any Covered Claim is permitted to proceed on a class, collective, or representative action basis, it must do so in a court of competent jurisdiction and not in arbitration. Insofar as any Covered Claim is not eligible for arbitration or otherwise is excluded from or not subject to arbitration, for any reason, the class, collective, and representative action Waivers apply and remain valid and enforceable with respect to any such Covered Claim.

5. Arbitration Forum and Rules. Except as specified herein, the applicable arbitration rules will be the rules of the selected arbitration forum, set forth below, or any successor rules and, if the forum no longer exists, of the successor forum.

a. Forum.

Except as specified herein, any arbitration of a Covered Claim will be conducted under the auspices and rules of JAMS in accordance with and subject to JAMS’ then-current employment arbitration rules and procedures (and the then-existing emergency relief procedures contained in the JAMS comprehensive arbitration rules and procedures if either party seeks emergency relief prior to the appointment of an arbitrator) (collectively, the “JAMS Arbitration Rules”).¹ To the extent any of the terms, conditions or requirements of this Arbitration

¹ Information about JAMS, including JAMS Arbitration Rules, can be found at www.jamsadr.com.

Agreement conflict with the JAMS Arbitration Rules, the terms, conditions or requirements of this Arbitration Agreement shall govern. If a Covered Claim may not be arbitrated before JAMS on an individual basis, or is otherwise excluded from or not subject to arbitration before JAMS, then the Covered Claim will be resolved by final and binding arbitration conducted under the auspices and rules of the American Arbitration Association (“AAA”) in accordance with and subject to AAA’s then-current employment arbitration rules and procedures (and the then-existing emergency relief procedures, if any, contained in the AAA comprehensive arbitration rules and procedures if either party seeks emergency relief prior to the appointment of an arbitrator) (collectively, the “AAA Arbitration Rules”), or any successor rules, except as specified herein.² If the AAA is substituted for JAMS, every applicable reference in this Arbitration Agreement shall be read as meaning the AAA. NO ARBITRATION UNDER THIS ARBITRATION AGREEMENT SHALL BE SUBJECT TO THE JAMS OR AAA CLASS ACTION PROCEDURES.

b. Hearing Location.

Arbitration shall be held in the state and county of the Event or, if not practicable, in the county nearest to the Event where the arbitration can be held.

c. Remedies.

All Covered Claims are subject to the same limitations regarding damages and remedies, including attorneys’ fees and costs, that would apply if the Covered Claim had been filed in a court of competent jurisdiction. Arbitrators are authorized to award any party the full remedies that would be available to such party if the Covered Claim had been filed in a court of competent jurisdiction, including attorneys’ fees and costs as required or permitted by applicable law.

d. Arbitrators.

Any arbitration of Covered Claims shall be conducted before a single arbitrator (who must be a retired judge), unless all parties to the arbitration agree in writing to conduct the arbitration before a panel of three arbitrators or an arbitrator who is not a retired judge.

e. Procedure.

The parties may file and the arbitrator shall hear and decide at any point in the proceedings any motion permitted by the Federal Rules of Civil Procedure, including but not limited to motions to compel discovery, motions for protective orders, motions to dismiss, motions for summary judgment, and motions in limine. In addition, the parties shall have the right to submit a post-hearing brief. The arbitration shall be subject to the same rules of evidence, burdens of proof and statutes of limitations as if the Covered Claim was being heard in the appropriate and applicable federal or state court for the claim(s) asserted. You have the right to be represented by the legal counsel of your choice in the arbitration.

Any party who submits a claim or counterclaim to arbitration must join with such claim or counterclaim and submit for resolution in arbitration any and all related Covered Claims that are eligible for submission to arbitration under this Arbitration Agreement.

Each respondent must file and serve his/her or its answering statement within thirty (30) calendar days after his/her or its receipt of a Demand for Arbitration. Likewise, a claimant must file an Answer to any Counterclaim within thirty (30) calendar days after the date of the claimant’s receipt of the Answer and Counterclaims and simultaneously serve the Answer to any Counterclaims on each respondent.

² Information about the AAA, including AAA Arbitration Rules, can be found at www.adr.org.

A party may amend its Demand for Arbitration and/or Complaint, Answer, Counterclaims, or Answer to Counterclaims within thirty (30) calendar days after it was served, or with the arbitrator's permission.

f. Awards.

Arbitrators are required to issue a written award, which shall include a reasoned and detailed decision stating the reasons upon which it is based and be supported by essential facts and conclusions of law, and, subject to the parties' right to appeal or seek vacatur under applicable law, their awards shall be final and binding, and any judgment or award issued by an arbitrator may be entered in any court of competent jurisdiction. Any judicial review of an arbitration award shall be subject to and in accordance with applicable law. No arbitration award or decision will have any preclusive effect as to any other issues or claims in any other arbitration or court proceeding unless each of the parties in such proceeding was also a named party in the arbitration.

g. Arbitration Fees.

Except as provided by law or by a rule of the arbitral forum, and subject to any applicable fee-shifting provisions, the party initiating arbitration of any claims, including statutory claims, shall be responsible for any initial arbitration filing or case management fee up to the amount of the filing fee, if any, that would have been incurred had such claims been filed in a federal district court. The Event Group entity or entities who are party to the arbitration shall be responsible for all additional arbitration filing fees, forum fees, and other administrative fees and costs of the arbitration forum.

6. NO EMPLOYMENT STATUS. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE NOT AN EMPLOYEE, INDEPENDENT CONTRACTOR, OR AGENT OF THE EVENT GROUP. NOTHING HEREIN, INCLUDING WITHOUT LIMITATION THE PARTIES' AGREEMENT TO ARBITRATE UNDER THE JAMS ARBITRATION RULES, CONSTITUTES, OR MAY BE CONSTRUED AS CONSTITUTING, THE ESTABLISHMENT OF AN EMPLOYMENT, INDEPENDENT CONTRACTOR, OR AGENCY RELATIONSHIP BETWEEN YOU AND THE EVENT GROUP.

7. Consideration. You agree that you are being permitted to participate as a volunteer at the Event is sufficient consideration for this mutual Arbitration Agreement.

8. Severability. The provisions set forth herein shall be severable and, if any provision of this Arbitration Agreement shall be determined to be legally unenforceable or void, such unenforceable or void provision shall not affect the legality, validity or enforceability of the remaining provisions hereof and may be severed from the remaining provisions as appropriate, to the extent permitted by law, except that, in the event any of the Waivers set forth in paragraph 4 above are determined to be invalid, unenforceable or void with respect to a particular Covered Claim, that Covered Claim and only that Covered Claim shall proceed in a court of competent jurisdiction and not in arbitration (and such court shall be the exclusive forum for such claim) and the Waivers set forth in paragraph 4 above shall remain effective and enforceable with respect to all other Covered Claims. If a court of competent jurisdiction determines that a particular provision set forth herein is invalid, unenforceable or void under the applicable law in a particular jurisdiction, such provision will not be enforced in that jurisdiction but shall remain effective and enforceable in all other jurisdictions.

9. Law Governing this Arbitration Agreement. The provisions of this Arbitration Agreement, including the Waivers set forth in paragraph 4, shall be governed by and interpreted in accordance with the FAA. The Event Group's business, including the Event, affects interstate commerce.

10. Law Governing Covered Claims. In any arbitration, the arbitrator will apply the federal, state, and/or local substantive law that would have governed the parties' dispute had it been heard in the applicable and appropriate federal or state court (including, but not limited to, the applicable statutes of limitation, the applicable order and burdens of proof, the rules of evidence, and the applicable remedies).

12. **Confidentiality.** To the maximum extent permitted by law, You and the Event Group shall maintain the confidential nature of the arbitration proceeding and the award, including all disclosures in discovery, submissions to the arbitrator, the hearing, and the contents of the arbitrator's award, except as may be necessary in connection with a judicial action to vacate or enforce an award, or unless otherwise required or protected by law or allowed by prior written consent of both parties. This provision shall not prevent either You or the Event Group from communicating with witnesses to the extent necessary to assist in arbitrating the proceeding. In all proceedings to confirm or vacate an award, You and the Event Group agree to cooperate in preserving the confidentiality of the arbitration proceeding and the award to the greatest extent allowed by applicable law.

11. **Entire Agreement.** This Arbitration Agreement constitutes the complete understanding between the parties with respect to the subject matter covered by this Arbitration Agreement. This Arbitration Agreement supersedes any and all agreements, understandings, and discussions, whether written or oral, with respect to the subject matter covered by this Arbitration Agreement, and may not be changed orally.

12. **Modification.** This Arbitration Agreement may only be modified, revoked and/or terminated by a subsequent written agreement signed by you and the Event Group, which specifically states the parties' intent to modify, revoke and/or terminate this Arbitration Agreement.

[This Space Is Intentionally Left Blank]

13. **ACKNOWLEDGEMENT. YOU ACKNOWLEDGE AND AGREE THAT:**

- a. **BEFORE AGREEING TO THIS ARBITRATION AGREEMENT, YOU HAVE HAD THE OPPORTUNITY AND A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS ARBITRATION AGREEMENT;**
- b. **IN ENTERING INTO THIS AGREEMENT, YOU ARE NOT RELYING ON ANY PROMISES OR REPRESENTATIONS BY THE EVENT GROUP, EXCEPT THOSE CONTAINED IN THIS ARBITRATION AGREEMENT;**
- c. **YOU UNDERSTAND ALL OF THE TERMS OF THIS ARBITRATION AGREEMENT;**
- d. **YOU HAVE ENTERED INTO THIS ARBITRATION AGREEMENT KNOWINGLY VOLUNTARILY AND WITHOUT ANY PRESSURE, COERCION, OR DURESS;**
- e. **YOUR OBLIGATIONS HEREIN ARE BINDING UPON YOU, YOUR ASSIGNS, EXECUTORS, ADMINISTRATORS AND LEGAL REPRESENTATIVES; AND**
- f. **YOU ARE GIVING UP THE RIGHT TO HAVE COVERED CLAIMS DECIDED BY A COURT OR JURY AND TO BRING OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION OR REPRESENTATIVE ACTION.**

IN WITNESS, WHEREOF, You and the Event Group have executed this agreement as of the below dates.

Volunteer:

For the Event Group:

Signature: _____

By: _____

Name: _____

Name: _____

Date: _____

Title: _____

Date: _____

If Volunteer is under 18 years of age:

I am the parent or legal guardian of _____ (“Volunteer”). I have read and understand all of the foregoing terms of this document, I am legally responsible for the obligations and acts of Volunteer, and I agree, for myself and for Volunteer, to be bound by the terms of this document.

Parent or Legal Guardian’s Name

Date: _____

Parent or Legal Guardian Signature

**ASSUMPTION OF RISK, RELEASE AND LIABILITY WAIVER
BI-MART WILLAMETTE COUNTRY MUSIC FESTIVAL
AUGUST 16TH – 19TH, 2018**

As further consideration for being permitted by WCMC, LLC to participate as a volunteer at the BI-MART WILLAMETTE COUNTRY MUSIC FESTIVAL event to be held in **BROWNSVILLE, OR** from AUGUST 16TH until AUGUST 19TH 2018 (together with all ancillary and related activities, the “Event”), and the mutual promises herein, I agree to this Assumption of Risk, Release and Liability Waiver (“**Release**”) as follows:

1. **I Understand The Risk Involved In Participating In The Event.** I, _____, am _____ years old and represent that I am physically fit, in good health, and have no physical or mental problems which would hinder me from participating in any activities involved in the Event. I am sufficiently trained and experienced enough to understand the risks involved in the Event.
2. **Event Group.** For purposes of this Release, the “Event Group” shall mean (collectively and individually): WCMC, LLC, and/or each of the respective former, existing and future parents, subsidiaries, partners, predecessors, successors and affiliate corporations and business entities of each entity in the Event Group, and the current and former officers, directors, employees, and/or agents of each entity in the Event Group.
3. **I Assume the Risk of Injury by Participating in The Event.** I understand and accept that Participating in the Event may involve dangerous activities and may involve the danger of encountering known and unknown risks, including the significant risk of **SERIOUS BODILY INJURY, illness, disability, emotional trauma, damage to property and death (“Injuries”)**. I expressly and voluntarily assume full responsibility for these risks, from any cause including, without limitation, negligence, gross negligence, defective products, unknown obstacles, equipment malfunction, inadequate training, failure to supervise and failure to warn of potential risks. I understand that these risks may be caused by Event Group, other participants, myself or other third persons.
4. **Liability Waiver, Release and Promise Not To Sue.** In consideration of being permitted to volunteer at the Event, I, on behalf of myself and each of my successors, heirs and assigns, unconditionally, voluntarily, and irrevocably **waive, release, promise never to sue, forever discharge, and agree to indemnify and hold harmless** the Event Group, Event production companies, landowners/lessors of the Event locations, Event hosts, sponsors, and advertisers, and each of their respective owners, officers, shareholders, directors, employees and agents (collectively, the “**Released Parties**”), from and against **all claims, demands, suits, actions, losses, damages, costs and expenses, including attorneys’ fees and costs**, whether now known or unknown, suspected or unsuspected, arising from or related to my participation at the Event, including, without limitation, any claims **which allege negligent acts or omissions by the Released Parties** (collectively, “**Claims**” or “**Released Claims**”).
5. **Indemnity.** On behalf of myself and each of my successors, heirs, and assigns, I agree to defend, indemnify and hold harmless each of the Released Parties from and against all Released Claims, and all third parties’ Claims, arising from or in connection with my participation in the Event, including, without limitation: (i) any Injuries to me; (ii) any Injuries to third parties arising from my participation in the Event; and (iii) and any other loss or damage that I may cause to any person or real or personal property.
6. **Consent To Medical Care.** I authorize each of the Released Parties to call for medical care for me or to transport me to a medical facility at my expense if medical attention is needed. I also authorize any physician or other medical provider or facility to provide any emergency medical/surgical care. I acknowledge and agree that none of the Released Parties is under any legal obligation to render assistance to me.
7. **Choice of Law.** This Release, including the Assumption of Risk, and Release Liability Waiver, shall be governed by, and construed in accordance with, the laws of the State of Oregon without giving effect to the principles of conflicts or choice of laws.

8. **Arbitration.** I agree on behalf of myself and each of my successors, heirs, and assigns that all disputes arising out of or relating to this Release or to the Claims or Released Claims shall be, to the fullest extent permitted by law, arbitrated on an individual basis in accordance with the Volunteer Arbitration Agreement between myself and the Event Group.

9. **Severability.** This Release will be binding to the fullest extent permitted by law, and will be binding upon each of my heirs, successors and assigns. If any provision of this Release is held to be invalid, illegal or unenforceable, such provision will be curtailed and limited only to the minimum extent necessary to comply with applicable law, and the validity, legality, and enforceability of the remaining provisions of this Release will not in any way be affected or impaired thereby.

10. **Miscellaneous.** I understand that my image may be captured at the Event and I consent to any use of my image by the Released Parties in any manner and in all media now or hereinafter known. I hereby represent and warrant that I will not, and will not cause any third party to, describe my experiences at or in connection with the Event and/or Event activities in any manner whatsoever via any medium. For example, I understand and agree that I may not make (or have any other person make) posts of any kind of my experiences at or in connection with the Event and/or Event activities on any blogs and social media, YouTube.com, myspace.com, facebook.com, Twitter, Instagram, etc. nor may I write or record (or have any other person write or record) any editorials or other descriptions of my experiences at or in connection with the Event and/or Event activities for distribution in any manner or media, including without limitation, through the Internet, print publication, TV, radio, mobile, film or otherwise.

I ACKNOWLEDGE AND UNDERSTAND THAT THIS RELEASE IS AN IMPORTANT LEGAL DOCUMENT, AND BY SIGNING THIS DOCUMENT I AM WAIVING SUBSTANTIAL LEGAL RIGHTS I MAY OTHERWISE HAVE TO RECOVER DAMAGES FOR INJURIES OR LOSSES, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT OF ANY NATURE AND INTEND FOR IT TO BE ENFORCED TO THE GREATEST EXTENT ALLOWED BY LAW. I HEREBY ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS REGARDING ANY ASPECT OF THE RELEASE, THAT I HAVE BEEN ADVISED TO REVIEW THE AGREEMENT WITH LEGAL COUNSEL OF MY CHOICE, AND THAT BY SIGNING BELOW, I DO ACKNOWLEDGE THAT I HAVE CAREFULLY AND COMPLETELY READ AND FULLY UNDERSTAND ALL ASPECTS OF THE RELEASE AND AGREE TO THE TERMS OF THE RELEASE IN THEIR ENTIRETY. I AM 18 YEARS OF AGE OR OLDER.

Executed this _____ day of _____, 2018

Signature of Volunteer: _____

Name of Volunteer (please print): _____

Home Address: _____

City/State/Zip Code: _____

Emergency Contact Name/Telephone Numbers: _____

If Volunteer is under 18 years of age:

I am the parent or legal guardian of _____ (“Volunteer”). I have read and understand all of the foregoing terms of this document, I am legally responsible for the obligations and acts of Volunteer, and I agree, for myself and for Volunteer, to be bound by the terms of this document.

_____ Date _____

Parent or Legal Guardian’s Name (Printed)

Parent or Legal Guardian Signature