

INDEMNIFICATION STATEMENT FOR CONCERTS

ARTIST agrees to indemnify, defend and hold harmless Villanova University, its agents, servants, students and employees from and against any and all loss, damage, liability or expense, including attorney's fees, including but not limited to all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claimed to be sustained by any person, and all damages to property, caused by or arising out of or claimed to have been caused by or to have arisen out of the performance of ARTIST, other than that which results from the sole negligence of Villanova University, its officers, agents or employees.

ARTIST agrees to provide a Certificate of Insurance to _____ of the Office of Student Development and Ashlie Feick, the Insurance Manager, prior to event. Please note the certificate must include Villanova University as an "additional insured" under the Comprehensive General Liability, Automobile Liability and Excess Liability policies, which must provide the minimum limits set forth below. The certificate should also indicate whether the General Liability policy is written on a "claims made" or "occurrence" basis. In addition, the certificate must indicate that it is the responsibility of the insurance carrier to provide the University with 30 days notice prior to cancellation or expiration of the insured's policy. Insurance requirements follow:

Workers Compensation: Statutory
Employers Liability: \$100,000/500,000/100,000
Comprehensive General Liability: \$3,000,000 each occurrence
Automobile Liability: \$3,000,000 each occurrence

The failure of the University to secure the required Certificate of Insurance prior to the performance shall not relieve the Artist from its responsibility to obtain and maintain the above required insurance coverage for the performance.

ARTIST hereby agrees not to encourage forms of crowd participation which could reasonably be expected to result in bodily injury or property damage to the facility, including but not limited to stage diving, dancing on stage, moshing, etc. In the event ARTIST or ARTIST's representative is verbally warned of such behavior by University representative, but chooses to continue this behavior (either actively or in its omission), or due to ARTIST negligence, and Villanova must shut down the concert, ARTIST agrees to waive its entire fee and indemnify Villanova University for any and all bodily injury and property damage due to the initial behavior and subsequent shutdown.

ARTIST agrees that fireworks, pyrotechnics, or other similar displays are strictly prohibited at University events.

ARTIST understands that Villanova University will not be responsible for any physical damage occurring to property owned by ARTIST or ARTIST's organization.

I have the authority to bind the ARTIST to this Indemnification Statement.

Signature of Artist

Date