

- I. Any term imposing personal liability upon the officer or employee who signs the contract for the University;
 - J. Any term that requires the University to engage in, or submit to, binding arbitration.
4. It is understood and agreed that the University shall not be responsible for any loss of or damage to the property of the Performer, or for the acts or omissions of the audience.
 5. The Performer (and Agent) is an independent contractor. Neither Performer (or Agent) nor member of the Performer's (or Agent) organization shall hold him or herself out as an agent or employee of the University. The Agent or Performer have no authority to make any commitment on behalf of the University.
 6. The Performer represents and warrants that its performance in all aspects (including any sheet music, lyrics or script as may be desired or required by University) will not violate any copyright, and that all necessary approvals to perform copyrighted works have been obtained. Performer agrees to indemnify, defend and save harmless the University against any copyright claim, demand, liability or expense caused by or arising out of its performance.
 7. If, in the sole judgment of the University, it becomes necessary to cancel the performance to protect life or its property, or the property of others, that the University may do so without liability to the Performer.
 8. Each member of Performer agrees and understands that he or she is obligated under this agreement jointly and severally.
 9. The person(s) signing below for Performer warrants that he or she is authorized to agree to the provisions of the contract and this addendum on behalf of the Performer.

PERFORMER

RADFORD UNIVERSITY

Signed: _____
(Performer or Agent)

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____