



# *Festival Internacional de la Canción USA*

## (FICUSA)

### HOLD HARMLESS AGREEMENT

This agreement is made on this date of execution \_\_\_\_\_  
between the "Festival Internacional de La Canción, USA" (FICUSA) and:

Name of Competitor/Participant: \_\_\_\_\_

Address: \_\_\_\_\_

1. The competitor/participant gives the rights to FICUSA to use any of the competitor/participant's photos and videos at FICUSA's discretion for use in promoting this competition via TV channels, radio, newspapers, and social media.
2. The competitor/participant understands that he/she has to abide by all the rules and regulations stipulated by FICUSA and that the competitor/participant shall not be paid any other sum, other than if he/she should be one of the grand prize winners of this competition.
3. It is understood and agreed by the parties that the competitor/participant upon winning any of the cash prizes, FICUSA will not withhold from the winnings paid any Federal or State income taxes, social security tax, or any other amounts for benefits to the competitor/participant; further FICUSA will not provide any insurance coverage or other benefits.
4. FICUSA shall have the right to terminate this Agreement if the competitor/participant fails to provide satisfactory services, such as complying with the rules, and if there is any misconduct, the competitor/participant will be automatically disqualified and may be subject to pay a fine.
5. The competitor/participant shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of any or all of its right, title or interest therein, without prior written consent of the FICUSA
6. Because of COVID-19, the competitor/participant shall abide by the rules set forth by CDC by wearing a face mask to all the auditions, eliminations, and grand finale. He/she will take off the mask only when performing.
7. The competitor/participant covenants to save, defend, hold harmless and indemnify the "Festival Internacional de La Canción, USA" (FICUSA) and all of its elected and appointed officers, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the competitor/participant's intentional, negligent, or grossly negligent acts or omissions in performance or non-performance of the work called for by the contract documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this contract. If, after notice by the FICUSA, the competitor/participant fails or refuses to save, defend, hold harmless and/or indemnify the FICUSA the competitor/participant shall be liable for and reimburse the FICUSA for any and all expenses, including but not

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# *Festival Internacional de la Canción USA*

## (FICUSA)

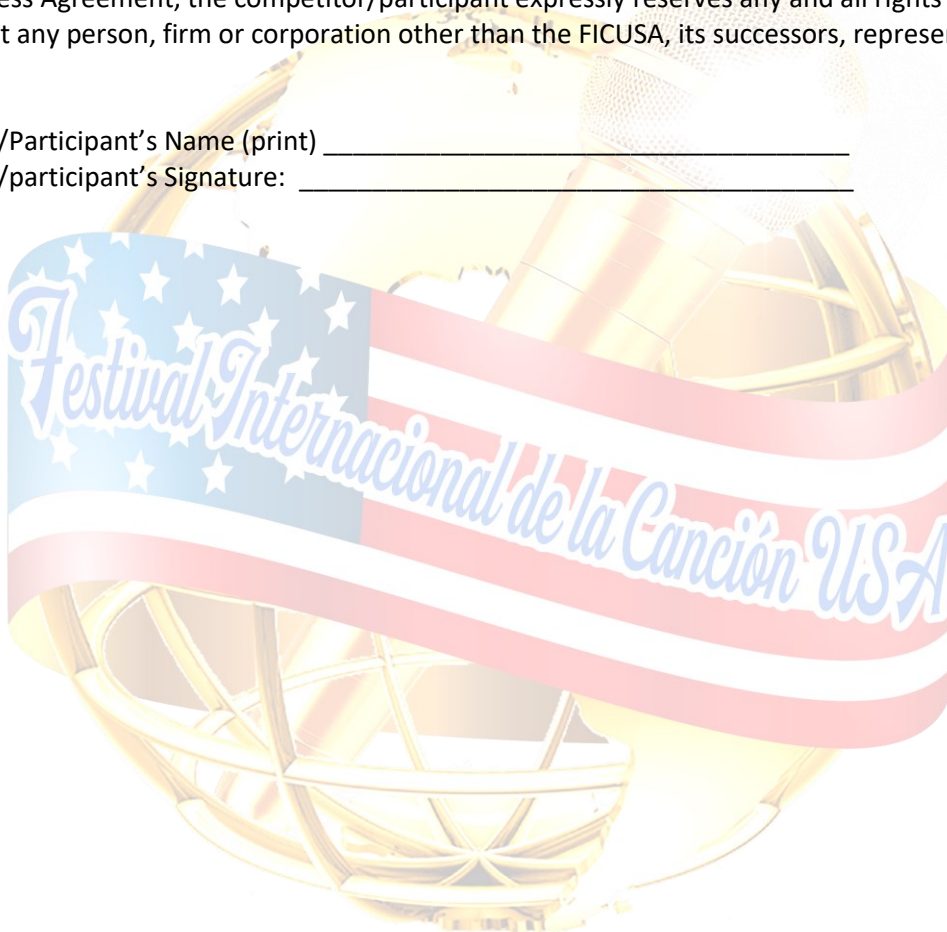
limited to, reasonable attorney's fees incurred and settlements or payments made. The competitor/participant shall pay such expenses upon demand by the FICUSA, and failure to do so may result in such amounts being withheld from any amounts due the competitor/participant under this contract.

8. The terms of this Hold Harmless Agreement shall continue in full force and effect until such time as the FICUSA in its sole discretion determines that the covenants described in the above paragraph, shall no longer be necessary.

9. In executing this Hold Harmless Agreement, the competitor/participant represents and warrants that he/she has completely read, fully understands, and voluntarily accepts its terms and has executed it expressly to make the covenants in favor of the FICUSA described in the seventh paragraph above. In executing this Hold Harmless Agreement, the competitor/participant expressly reserves any and all rights that he/she may have against any person, firm or corporation other than the FICUSA, its successors, representative and assigns.

Competitor/Participant's Name (print) \_\_\_\_\_

Competitor/participant's Signature: \_\_\_\_\_



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