

APPENDIX "A"

FORM OF WAIVER, INDEMNIFICATION AND HOLD HARMLESS UNDERTAKING

THIS UNDERTAKING made the ____ day of _____, 20__, by _____
Print Artist's Name above

in favor of **Seneca Gaming Corporation, its parent corporation, and its wholly owned subsidiaries that own and operate the Seneca Niagara Resort & Casino, the Seneca Allegany Resort & Casino, the Seneca Buffalo Creek Casino and the Seneca Hickory Stick Golf course, and their respective officers, directors, employees and agents (collectively, "Seneca")**. In consideration of Seneca entering into a contract pursuant to which Seneca agrees to engage the Artist for a performance or series of performances at the Venue hereafter defined, Artist hereby agrees and undertakes as follows:

1. **Definitions:**

"Artist" means _____.
Print Artist's Name above

and his/her/its employees, agents, representatives, crew members, and contractors.

"Casino" or "Venue" means the property owned by Seneca at which Artist will perform.

2. **Waiver.** Seneca and Artist intend to contract for the Artist to perform at the Venue. The undersigned Artist understands and acknowledges that Artist and Artist's employees, agents, representatives, crew members, and contractors are independent contractors. As independent contractors, such parties are not entitled to workers' compensation coverage by Seneca or the Casino. As either independent contractors or the operators of their own business, the Artist has either: (i) not previously filed for workers' compensation insurance with the state in which the Venue is located and is not required to do so; or (ii) has previously filed and/or waived all workers' compensation coverage with the state in which the Venue is located. The Artist (on behalf of Artist and Artist's employees, agents, representatives, crew members and subcontractors) agrees to waive any and all workers' compensation coverage from Seneca or the Casino, while working at the Venue.

3. **Indemnification.** Artist assumes the entire responsibility and liability for, and agrees to indemnify, defend and hold Seneca harmless from and against any and all claims, lawsuits (including reasonable attorneys' and experts' fees), demands, costs, losses and expenses, including those relating to any actual or alleged personal injury or death or actual or alleged loss, damage or destruction to property (including loss of use) by whomever suffered, sustained or alleged to have been sustained by reason of or in connection with (a) any act, error, or omission of Artist or any member of Artist's personnel or crew or any contractors engaged by Artist; (b) any personal injury suffered at or near the Venue by Artist, any member of Artist's personnel or crew, or any contractors engaged by Artist; (c) any loss or damage to or theft of any property belonging to Artist, any member of Artist's personnel and crew, or any contractor engaged by Artist; and (d) any claim or demand by the State of New York or any agency of the State requiring Seneca to provide workers' compensation insurance for Artist or any member of Artist's personnel, crew or for any contractors engaged by Artist, or imposing any fine, penalty or cost upon Seneca by reason of Artist's or Seneca's failure to maintain workers' compensation coverage on such persons or by reason of the engagement of Artist by Seneca.

4. **Authority.** If signed by a representative on behalf of Artist, said representative represents and warrants that he/she/it has the requisite authority to sign this waiver, indemnification and hold harmless undertaking for and on behalf of Artist.

Print Artist's Name above

By: _____
Title:

-or-

Artist's Representative

By: _____
Name:
Title: