

**PARTICIPATING GROUP MASTER AGREEMENT
INDEPENDENT TEAM**

This Participating Group Master Agreement (the “Agreement”) by and between

PARTICIPATING GROUP NAME: _____

PARTICIPATING GROUP ADDRESS: _____

PARTICIPATING GROUP COMPETITIVE CLASS: _____

The agreement between _____ and Florida Federation of Colorguards Circuit Inc., 1335 Kingsley Ave. Box 1863, Orange Park, FL, 32067 (“FFCC”) shall be effective on the date of the last execution signature below.

Participating Group desires to compete in FFCC and FFCC-sanctioned events (“the Events”). The following terms constitute an agreement made between _____ Participating Group and FFCC regarding the relationship between the parties, including during the Events and time between the Events. FFCC and Participating Group will agree on additional and supplemental contract terms at the time of, and as a part of, Participating Group’s registration for any particular FFCC and/or FFCC-sanctioned event. Participating Group and FFCC now agree as follows:

I. GENERAL TERMS AND CONDITIONS

A. Participating Group shall be an entity with an existence that is separate from, and independent of, any particular individual. Ordinarily, a Participating Group will be a school district (or part thereof), or a private organization. Participating Group shall have a leadership structure that provides for meaningful leadership and oversight by more than two individuals. FFCC and Participating Group are independent entities, with no partnership, joint venture, or agency relationship between them.

B. This Agreement may be terminated by either party at any time for any reason, with or without prior notice, with or without cause, and without penalty. Termination of this Agreement shall not relieve either party of liability for breaches of the Agreement occurring prior to its termination.

A. Participating Group shall be responsible for registering for the Events in which it wishes to compete, using the methods established by FFCC and under the conditions established by FFCC from time to time. Participating Group shall not be eligible to compete in any FFCC or FFCC-sanctioned event unless this Agreement is in effect.

A. Participating Group shall comply with all rules and regulations prescribed by FFCC, including without limitation all adjudication manuals and policy manuals. Copies of all FFCC policy and guidance documents are available at FFCC’s website or upon request.

I. PARTICIPANT PROTECTION AND SAFETY

A. Participating Group shall follow all laws applicable to it, including both the laws of its home state and the laws of the state(s) to which the Participating Group travels. In particular, all laws concerning the protection and safety of participants in youth-serving organizations must be adhered to strictly.

B. FFCC requires Participating Groups to obtain a national criminal history background check (or some satisfactory equivalent for your country or locale) for those in contact with their students. Note: This could include teaching staff, drivers, chaperones, pit crew, clinicians, prop crew and others who have more than casual contact with members. For scholastic groups, those requirements can be fulfilled by requirements imposed by the school district/educational institution; however, if the school district/educational institution does not have a requirement for such background checks, the Participating Group will have to comply with these requirements. By signing this agreement, the Participating Group agrees they are fully executing this FFCC background check policy and acting in accordance with the code of conduct and principles of member.

C. Participating Group shall disseminate FFCC's policies concerning participant protection and safety to all its leaders, staff, and participants, and shall ensure that its leaders and staff adhere to those policies. All such FFCC policies will be available on FFCC's website or upon request.

D. The school district of the Participating Group represents that there are effective internal policies and procedures for the protection and safety of its participants, including without limitation the ability of any individual to report suspected misconduct to the leadership of the Participating Group without reprisal.

E. FFCC defines misconduct as follows:

- Any misconduct of a sexual nature or potentially classifiable as a sex offense under applicable law, including without limitation so-called "victimless" activities such as prostitution, pornography, and indecent exposure.
- Any misconduct in which actual or suggested sexual relations is an element.
- Any harassing conduct pertaining to, in whole or in part, an individual's sex, gender, sexual orientation, gender expression, race, ethnicity, or religion.
- Any conduct involving harm to a minor.

III. INTELLECTUAL PROPERTY

E. Participating Group shall adhere to all copyright policies set by FFCC, which are available at FFCC's website or upon request.

F. Participating Group irrevocably grants permission to use its name, likeness, and any reproduction of its performance (photographic, video, or otherwise) at any FFCC-sanctioned event for any advertising and/or educational purpose, and releases FFCC from all claims, liabilities and/or damages which may arise from such use.

A. Participating Group shall not use, or permit any of its members to use, FFCC's logo, or any logo or mark substantially similar to or derived from FFCC's logo, for any purpose without the express written consent of FFCC.

I. LIABILITY

A. Participating Group shall comply with the insurance requirements applicable to the events for which it registers, the details of which will be available from FFCC at the time of registration. For more information on insurance requirements, check the Member Resource Area of the FFCC website.

B. The parties mutually agree to defend, indemnify and hold harmless each other, their trustees, directors, officers, agents, and employees, individually and collectively, from and against all claims, suits, losses, injuries, damages, liabilities, obligations and causes of action, of whatever kind, arising in any manner whatsoever, out of, or in connection with, their performance of this Agreement for any breach of this Agreement or the negligent or willful acts or omissions of their trustees, directors, officers, agents and employees.

II. MISCELLANEOUS

A. To the extent permitted by the laws of the jurisdiction under which the Participating Group is organized, the parties agree that this Agreement shall be construed under the laws of the state of the Participating Group, and the parties further agree that the federal and state courts located in the state of the Participating Group shall have exclusive and sole jurisdiction to resolve all disputes arising under or related to this Agreement. The parties irrevocably consent to the jurisdiction of the federal and state courts of the Participating Group and agree that such courts are the only proper venue for the resolution of disputes between them. Notwithstanding the foregoing, all state and local laws applicable to the Participating Group and pertaining to sovereign immunity, choice of law, jurisdiction, venue, remedies and any other matter addressed by this Agreement shall remain in full force and effect and shall supersede any contradictory provision in this Agreement.

B. The individual who is executing this Agreement on behalf of the Participating Group hereby represents that he or she has the full power and authority to bind the Participating Group to these terms. If the Participating Group is associated with a school, then this Agreement may

only be executed by an employee of the school-not an independent contractor-authorized to bind the school to its terms either by law or by a resolution duly adopted by the governing body of the school/organization.

Accepted: _____

Accepted:  _____

For: _____

For: Florida Federation of Colorguards Circuit, INC.

Name: _____

Name: Michael A. Higbe

Title: _____

Title: President

Dated: _____

Dated: AUGUST 12, 2021