



Carolina Winter Ensemble Association
Participating Group Master Agreement
Scholastic Group (Combined Schools)

This Participating Group Master Agreement (the “Agreement”) by and between PARTICIPATING GROUP NAME _____, PARTICIPATING GROUP ADDRESS, _____, (“Participating Group”) and Carolina Winter Ensemble Association, PO Box 3614, Rock Hill, SC 29732 (“CWEA”) shall be effective on the date of the last execution signature below.

Participating Group desires to compete in CWEA-sanctioned events (“the Events”). The following terms constitute an agreement made between Participating Group and CWEA regarding the relationship between the parties, including during the Events and time between the Events. CWEA 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 CWEA-sanctioned event. Participating Group and CWEA 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. CWEA 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.

C. Participating Group shall be responsible for registering for the Events in which it wishes to compete, using the methods established by CWEA and under the conditions established by

CWEA from time to time. Participating Group shall not be eligible to compete in any CWEA-sanctioned event unless this Agreement is in effect.

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

II. 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. CWEA strongly advises 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, most districts have requirements imposed by the school district/education institutions; however, if the school district/educational institution does not have a requirement for such background checks, the Participating Group should take proper steps to conduct background checks on their own.

C. Participating Group shall disseminate CWEA's policies concerning participant protection and safety to all of its leaders, staff, and participants, and shall ensure that its leaders and staff adhere to those policies. All such CWEA policies will be available on CWEA'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. CWEA defines misconduct as follows:

1. 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;
2. Any misconduct in which actual or suggested sexual relations is an element;
3. Any harassing conduct pertaining to, in whole or in part, an individual's sex, gender, sexual orientation, or gender expression; and

4. Any conduct involving harm to a minor.

III. Intellectual Property

- A. Participating Group shall adhere to all copyright policies set by CWEA, which are available at CWEA's website or upon request.
- B. Participating Group irrevocably grants permission to use its name, likeness, and any reproduction of its performance (photographic, video, or otherwise) at any CWEA-sanctioned event for any advertising and/or educational purpose, and releases CWEA from all claims, liabilities and/or damages which may arise from such use.
- C. Participating Group shall not use, or permit any of its members to use, CWEA's logo, or any logo or mark substantially similar to or derived from CWEA's logo, for any purpose without the express written consent of CWEA's President/CEO

IV. Liability

- A. Participating Group agrees that the school/school district insurance policy fully and completely covers, on either a primary or secondary basis as applicable, all those involved with the while participating in a CWEA event.
- 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.

V. Scholastic Eligibility

- A. This Agreement certifies that the students in the Participating Group are students of and approved by the school to participate as a member of the color guard, percussion, or winds ensemble. This would include homeschooled students that are zoned for this school district.

VI. 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 warrants and 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.

I have read and agree to adhere to the policies and procedures outlined in this Participating Group Master Agreement by and between Participating Group and CWEA.

Accepted for SCHOOL:

School District Administrator (or designee)

Dated