



**Carolina Winter Ensemble Association**  
Participating Group Master Agreement  
*Independent Groups*

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. WGI 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 participants. Note: This could include teaching staff, drivers, chaperones, pit crew, clinicians or others who have more than casual contact with participants. Such background checks should be performed at the direction of the Participating Group's director but in no event less than every two years.

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. Participating Group shall maintain 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. If the Participating Group receives information of any kind (oral or written, "informal" or "formal") suggesting that misconduct has occurred that is connected in any way to individuals or activities associated with the Participating Group, and if the suggested misconduct meets any of the following criteria, then Participating Group shall inform CWEA of the information in writing immediately to the extent local privacy laws allow:

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.

Participating Group shall conduct an effective internal investigation, report the matter to the appropriate external authorities as may be necessary, and take appropriate and effective remedial action under the circumstances.

F. Participating Group shall promptly and completely respond to all requests for information from CWEA concerning Participating Group's compliance with its obligations under this section II to the extent local privacy laws allow.

### **III. Intellectual Property**

A. Participating Group shall indemnify and hold harmless CWEA and its directors, employees, and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) resulting from any claim of copyright infringement, if the claim arises (in whole or in part) out of any act or omission of the Participating Group.

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

C. 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.

D. 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 shall comply with the insurance requirements applicable to the events for which it registers, the details of which will be available from CWEA at the time of registration.

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. Miscellaneous**

A. The parties agree that this Agreement shall be construed under the laws of the State of South Carolina, and the parties further agree that the federal and state courts located in South Carolina 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 located in South Carolina, and agree that such courts are the only proper venue for the resolution of disputes between them.

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 Participating Group:

\_\_\_\_\_  
Officer

\_\_\_\_\_  
Dated