



PARTICIPATING GROUP MASTER AGREEMENT for INDEPENDENT GROUPS

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

PARTICIPATING GROUP NAME _____,

PARTICIPATING GROUP CLASS OF COMPETITION _____,

PARTICIPATING GROUP ADDRESS _____,

(“Participating Group”) and the Winter Guard Arizona, PO Box 1103, Gilbert, Arizona 85299 (“WGAZ”) shall be effective on the date of the last execution signature below.

Participating Group desires to compete in WGAZ-sanctioned events (“the Events”). The following terms constitute an agreement made between Participating Group and WGAZ regarding the relationship between the parties, including during the Events and time between the Events. WGAZ 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 WGAZ-sanctioned event. Participating Group and WGAZ 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. WGAZ 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 WGAZ and under the conditions established by WGAZ from time to time. Participating Group shall not be eligible to compete in any WGAZ sanctioned event unless this Agreement is in effect.
- D. Participating Group indicates they have read the current-year WGAZ participant handbook, available at WGAZ's website or upon request, and have shared appropriate details contained therein with their leaders, staff, participants, and supporters.
- E. Participating Group shall comply with all rules and regulations prescribed by WGAZ, including without limitation all participant handbooks and adjudication manuals. Copies of all WGAZ policy and guidance documents are available at WGAZ's website or upon request.

II. PARTICIPANT PROTECTION AND SAFETY

- A. Participating Group shall follow all Arizona laws applicable to it. In particular, all laws concerning the protection and safety of participants in youth-serving organizations must be adhered to strictly.
- B. Winter Guard Arizona requires Participating Groups to obtain a national criminal history background check (or some satisfactory equivalent for your county or locale) for those in contact with their participants. Note: this could include instructional staff, chaperones, drivers, pit or prop crew, clinicians and others who have more than casual contact with participants. Such background checks shall be performed at the direction of the Participating Group's director but in no event less than every two years. By signing this agreement, the Participating Group agrees they are fully executing this WGAZ background check policy and acting in accordance with the code of conduct and principles of member protection.
- C. Participating Group shall disseminate WGAZ'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 WGAZ policies will be available on WGAZ'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 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.

- 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, or gender expression; and
 - Any conduct involving harm to a minor.
- F. Participating Group shall promptly and completely respond to all requests for information from WGAZ 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 comply with all copyright laws regarding performance and/or use of arrangements of copyrighted music, visual images, and other materials, as well as the use of copyrighted audio, spoken text, and display of copyrighted words and images. If copyright violation is found to exist, disqualification may occur.
- B. Participating Group shall indemnify and hold harmless WGAZ 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.
- C. Participating Group irrevocably grants permission to use its name, likeness, and any reproduction of its performance (photographic, video, or otherwise) at any WGAZ-sanctioned event for any advertising and/or educational purpose, and releases WGAZ 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, WGAZ’s logo, or any logo or mark substantially similar to or derived from WGAZ’s logo, for any purpose without the express written consent of WGAZ’s Board of Directors.

IV. LIABILITY

- A. Participating Group agrees that the Group’s general liability insurance policy fully and completely covers all those involved with the Group while participating in an WGAZ event. The Participating Group shall provide proof of general liability insurance to WGAZ, as detailed within the WGAZ participant handbook, as part of the submission of this Agreement.

- 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 Arizona, and the parties further agree that the federal and state courts located in Arizona 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 Arizona 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. This Agreement may only be executed by an officer of the sponsoring organization – not an independent contractor – authorized to bind the organization to its terms either by law or by a resolution duly adopted by the governing body of the organization.

ACCEPTED:

For Participating Group:

Officer of Organization

Dated: _____

ACCEPTED:

For WGAZ:

President

Dated: _____