

**PARTICIPATING GROUP MASTER AGREEMENT
INDEPENDENT GROUP**

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

PARTICIPATING GROUP NAME

PARTICIPATING GROUP CLASS OF COMPETITION

PARTICIPATING GROUP ADDRESS

(“Participating Group”) and Winter Guard International, Inc., 2405 Cross Pointe Drive, Dayton, OH, 45342 (“WGI”) shall be effective on the date of the last execution signature below.

Participating Group desires to compete in WGI-sanctioned events (“the Events”). The following terms constitute an agreement made between Participating Group and WGI regarding the relationship between the parties, including during the Events and time between the Events. WGI 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 WGI-sanctioned event. Participating Group and WGI 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 WGI and under the conditions established by WGI from time to time. Participating Group shall not be eligible to compete in any WGI-sanctioned event unless this Agreement is in effect.
- D. Participating Group shall comply with all rules and regulations prescribed by WGI, including without limitation all adjudication manuals and policy manuals. Copies of all WGI policy and guidance documents are available at WGI’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. WGI Sport of the Arts 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 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 WGI background check policy and acting in accordance with the code of conduct and principles of member protection.

C. Participating Group shall disseminate WGI'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 WGI policies will be available on WGI'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 to individuals or activities associated with the Participating Group, and if the suggested misconduct meets any of the following criteria, the Participating Group shall inform WGI of the information in writing immediately to the extent local privacy laws allow:

- 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.

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 WGI 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 WGI 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 WGI, which are available at WGI'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 WGI-sanctioned event for any advertising and/or educational purpose, and releases WGI from all claims, liabilities and/or damages which may arise from such use.
- D. Participating Group shall use, or permit any of its members to use, WGI's logo, or any logo or mark substantially similar to or derived from WGI's logo, for any purpose without the express written consent of WGI.

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 WGI at the time of registration. For more information on WGI insurance requirements, [click here](#).
- 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. MISCELLEANOUS

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

Accepted:
For PARTICIPATING GROUP

Name:

Title:

Dated: _____

The individual who is executing this Agreement on behalf of the Participating Group hereby warrants and represents that he or she has full power and authority to bind the Participating Group to these terms.

Accepted:
For WINTER GUARD INTERNATIONAL, INC.

Name: Ron Nankervis



Title: Chief Executive Officer

Dated: January 1, 2020