

**PARTICIPATING GROUP MASTER AGREEMENT
COMBINED SCHOOLS**

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

PARTICIPATING GROUP NAME: _____

PARTICIPATING GROUP SCHOOL DISTRICT: _____

PARTICIPATING GROUP CLASS OF COMPETITION: _____

PARTICIPATING GROUP ADDRESS: _____

(“Participating Group”) and Winter Guard International, Inc., 1994 Byers Rd, Dayton, OH, 45342 (“WGI”) shall be effective on the date of the last execution signature below through June 30, 2022.

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. 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 participate, using the registration guidelines established by WGI for the period of this Agreement. All such guidelines shall be made available on WGI’s [website](#) or upon request.
- D. Participating Group shall not be eligible to participate in any WGI-sanctioned event unless this Agreement is in effect.
- E. Participating Group shall comply with all rules and regulations prescribed by WGI, including without limitation all rules and regulations in effect for the period of this Agreement. All such rules shall be made available on WGI’s for [Color Guard](#), [Percussion](#), and [Winds](#), or upon request.

II. PARTICIPANT PROTECTION

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 of participants in youth-serving organizations must be adhered to strictly.

B. WGI requires Participating Groups to obtain a national criminal history background check (or some satisfactory equivalent for your country or locale) for all adult instructional and administrative staff who have regular contact with, or authority over, participants. Note: Participating Group should also consider expanding background checks to chaperones, drivers, pit or prop crew, and anyone who have more than casual contact with participants. For Scholastic groups, this background check requirement can be fulfilled by existing policies of a school district or educational institution; however, if the school district or educational institution does not have policies for such background checks, the Participating Group must comply with this WGI requirement. By signing this agreement, the Participating Group agrees they are fully executing this background check policy and acting in accordance with the [WGI Code of Conduct](#) and principles of participant protection.

C. WGI also requires all adult instructional and administrative staff of all Participating Groups who have regular contact with, or authority over, participants to complete the U.S. Center for SafeSport's Core Center for SafeSport Training. This training must be completed before regular contact with participants begins or within the first 45 days of beginning a new role subjecting the adult to this policy. By signing this agreement, the Participating Group agrees it is requiring the mandated abuse prevention training and acting in accordance with the [WGI Code of Conduct](#) and principles of participant protection.

D. Participating Group shall disseminate WGI's policies concerning participant protection to all its leaders, staff, and participants, and shall ensure that its leaders and staff adhere to those policies or to the policies of the school district or educational institution with which the Participating Group is affiliated, if those policies are substantially similar or more protective than WGI's policies. All participant protection policies shall be made available on WGI's [website](#) or upon request.

E. The school district/educational institution affiliated with 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. This also includes the responsibility to respond to all complaints or reports of policy violations by conducting an effective internal investigation, reporting the matter to the appropriate external authorities as may be necessary and taking appropriate and effective remedial action under the circumstances.

F. WGI defines misconduct as follows:

- Any misconduct of a sexual nature or potentially classifiable as a sex offense under applicable local, state, and federal 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.

III. PUBLICITY RIGHTS

A. Participating Group shall adhere to all copyright guidelines established by WGI for the period of this Agreement. All such guidelines shall be made available on WGI’s website or upon request.

1. [Color Guard copyright guidelines](#)
2. [Percussion copyright guidelines](#)
3. [Winds copyright guidelines](#)

B. Participating Group grants WGI the right to photograph, record and/or videotape Participating Group in all media, whether now known or here after devised (including, without limitation, in computer or other device applications, online webcasts, television programming, in motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, publication and use of Event results and standings, without compensation, residual obligations, reservation or limitation, or further approval, and to the extent permitted by law, Participating Group agrees to indemnify and hold harmless WGI for any Claims associated with such grant and right to use.

C. Participating Group will not use for publicity, promotion or otherwise, any logo, name, trade name, service mark or trademark of WGI including, but not limited to, the terms “WGI”, “Sport of the Arts”, and the WGI logo, or any simulation, abbreviation or adaptation of the same without WGI’s prior, written, express consent. WGI may withhold such consent in WGI’s absolute discretion.

IV. LIABILITY

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

B. To the extent permitted by law, Participating Group agrees to defend, indemnify and hold harmless WGI, 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 the activities of the Participating Group including, but not limited to, performances, rehearsals, travel and participation in any WGI events; their performance of this

Agreement; for any breach of this Agreement or for the negligent or willful acts or omissions of their trustees, directors, officers, agents, employees, volunteers, performers and/or members.

V. SCHOLASTIC ELIGIBILITY

A. This Agreement certifies that the Participating Groups' total membership listed in the attached schedules are students from the same school, schools that feed directly into that school, or home-schooled students that reside within school district boundaries and are approved by the school to participate in WGI-sanctioned events. Combined schools may also utilize participants from parochial, vocational, or charter schools if approved by WGI.

VI. MISCELLEANOUS

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:
For: _____

Name: _____

Signature: _____

Position with Group: _____

Dated: _____

Accepted:
For WINTER GUARD INTERNATIONAL, INC.

Name: Ron Nankervis



Title: Chief Executive Officer

Dated: October 1, 2021

Accepted:

For: _____

Name: _____

Title: _____

District Superintendent

Signature: _____

Dated: _____