

## **MUSIC CREATORS ACADEMY PARTICIPATION AGREEMENT**

The individual named below designated as the Participant (referred to as “I” or “me”) desires to participate in the **Music Creators Academy** (the “Activity” or “Activities”), organized by Music Creators Academy, assumed business name of Benjamin Taylor Music LLC, an Indiana limited liability company, with its principal office located at 3805 S. Valmore Avenue, Bloomington, Indiana 47403 (the “Academy” herein). As lawful consideration for being permitted by the Academy to participate in the Activity, I agree to all the terms and conditions set forth in this agreement (this “Agreement”).

1. **Code of Conduct.** I agree to abide by the Academy’s rules and regulations of conduct for the Activities, including but not limited to the following:

- a. I will dress in an appropriate manner at all workshops, rehearsals and concerts.
- b. I will show respect for others by using appropriate language and refraining from swearing, cursing, or vulgar or otherwise inappropriate speech.
- c. I will attend all sessions and recitals. Absences must be cleared with the Head Counselor. I understand that I am expected to be online and sign into all classes between 2-5 minutes prior to the start of the session. For sessions using instruments, instruments should already be assembled and at hand. Players should be warmed up.
- d. Absolutely no bullying is tolerated. This includes verbal or physical bullying through inappropriate comments, language, or otherwise; cyberbullying via social media, email, etc. Violation of this policy will result in immediate dismissal from the Academy.
- e. If any participant threatens to harm another person, or themselves, that participant will be removed from the Academy in order to seek proper counseling, supervision, and care.
- f. I will maintain an overall positive attitude and be supportive and encouraging of others’ suggestions and musical contributions.
- g. I have access to the appropriate technology to be able to access the Activities and understand it is my responsibility to maintain the necessary equipment and services to participate in the Activity.
- h. The Academy reserves the right to remove or refuse submissions in its sole discretion.

2. **Use of Technology.** I am aware and understand that the Activities will be conducted online and will use third-party licensed technologies, including but not limited to submission of information via the Academy website, use of live video conferencing

applications, and communication via email. I understand that certain inherent risks exist in the use of online technologies, including but not limited to disruption of sessions caused by third-parties and/or loss or breach of data. I understand that the Academy is a licensee of any third-party technologies used in the Activities and that the Academy will take all reasonable precautions to avoid disruptions to sessions. I acknowledge that I am voluntarily participating in the Activity with knowledge of the risks and I agree to abide by the Terms of Use of the Academy's website and any third-party applications that are utilized in the Activities, and I agree to accept and assume any and all risks of injury or property damage whether caused by the negligence of the Academy or otherwise.

**3. Photo, Video and Audio Consent and Release; License to Recordings; and Waiver of Claims.**

- a. I authorize the Academy (which for the purposes of this Section 3 includes but is not limited to, its officers, members, directors, employees, contractors, agents, successors and assigns) to take photographs, video recordings and/or audio recordings of me, including my name, my image, my likeness, my performance, and/or my voice ("**Recordings**").
- b. I grant the Academy an unlimited right to reproduce, use, exhibit, display, perform, broadcast, create derivative works from, and distribute the Recordings in any reasonable manner or media now existing or hereafter developed, in perpetuity, throughout the world. I agree that the recordings may be used by the Academy for any purpose, including but not limited to, marketing, advertising, publicity, or other promotional purposes. I agree that the Academy will have final editorial authority over the use of the Recordings and I waive any right to inspect or approve of any future use of the Recordings. I acknowledge that I am not expecting to receive compensation for participating in the Recordings or for any future use of the Recordings.
- c. I RELEASE AND FULLY DISCHARGE THE ACADEMY FROM ANY CLAIM, DAMAGES, LIABILITY ARISING FROM OR RELATED TO MY PARTICIPATION IN THE RECORDINGS OR THE ACADEMY'S FUTURE USE OF THE RECORDINGS.

**4. Intellectual Property Indemnity.** I agree that any content that I perform or submit as my creation as part of the Recordings, shall be my own and shall not infringe, to the extent that such infringement is known, or reasonably should be known by me, on the intellectual property rights of third-parties (including but not limited to other participants in the Activity). I AGREE TO INDEMNIFY AND HOLD HARMLESS THE ACADEMY, AND ALL OTHER RELEASEES (AS DEFINED BELOW) AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS

AGREEMENT, AGAINST THIRD PARTIES' CLAIMS FOR INTELLECTUAL PROPERTY RIGHT INFRINGEMENT ARISING FROM OR RELATED TO MY PARTICIPATION IN THE ACTIVITY.

**5. Participant Information.** The Academy may collect certain data about me, such as my name, grade level, address, phone number, email address, and information about my musical career. The Academy securely maintains all personal information and except for information necessary to credit my contribution to Recordings or the use of my image as set forth in Section 3, will never sell, utilize or trade any information about me, to third-parties. The Academy utilizes a third-party payment processor for all payments, taking all usual and customary security measures, and stores no information regarding payment methods.

**6. Waiver of Claims.** I hereby expressly waive and release any and all claims, now known or hereafter known, against the Academy, and its officers, directors, employees, agents, affiliates, members, successors, and assigns (collectively, "**Releasees**"), arising out of or attributable to my participation in the Activities, whether arising out of the negligence of the Academy or any Releasees or otherwise. I covenant not to make or bring any such claim against the Academy or any other Releasee, and forever release and discharge the Academy and all other Releasees from liability under such claims.

**7. General Terms and Conditions.** This Agreement is the sole and entire agreement of the Academy and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Academy and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana, United States of America, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the state courts located in Monroe County, Indiana or the federal district courts for the United States District Court for the Southern District of Indiana, and I hereby consent to the exclusive jurisdiction of such courts. I understand that in the event of my material breach of this Agreement, I may be liable for attorneys' fees and costs of an action resulting therefrom, in addition to other remedies at law and in equity.