

In seeking to participate in the events of the Songbook South Inspiration Weekend, particularly the Songbook South High School Vocal Competition, each Contestant/Participant and their parents/legal guardians (if applicable) must understand and accept the requirements and guidelines of the Program. Therefore, by applying or registering for any of the Songbook South events, Contestants/Participants and parents/legal guardians agree with the following guidelines and statements.

Eligibility of Contestant to Participate in the Songbook South High School Vocal Competition

Contestants in the High School Competition must be of high school age which ranging from 14 years of age to 18, as of January 1, 2025; a birth certificate may be required if Songbook South requires one for verification of age.

Contestants are required to be a citizen and resident of the United States of America and must be enrolled in an accredited high school public, private or homeschooling program.

Contestants will be required to attend all workshops deemed “mandatory” on Friday and Saturday leading up to the final selection of Songbook South High School Vocal Competition winners, during the *Inspiration Weekend*. These events shall commence and be scheduled on dates to be determined by Songbook South, Inc.

Songbook South, Inc. shall determine the manner and method of conducting the competition in its sole discretion. Contestants understand and agree that Songbook South, Inc. shall also determine the time, method and manner of judging the competition and the awarding of all cash awards or scholarships in its sole discretion. The decision of the persons designated by Songbook South, Inc. to judge the various events in any and all matters pertaining to the selection of the winners shall be final in all respects.

Covid – 19/Infectious Disease Liability Waiver

Participating in the Songbook South High School Vocal Competition and workshops include possible exposure to and illness from infectious diseases including, but not limited to MRSA, influenza and Covid-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist, participants knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others and assume full responsibility for participation.

Songbook South has authority to obtain the body temperature of any person participating or attending their events using a touchless thermometer to insure no obvious viral infection. Should any person present with a fever, it is understood they will be immediately removed from any gathering, isolated and dismissed without any reimbursement for services not rendered.

Permanent Ownership of Rights by Songbook South, Inc.

All photographs, videotapes, audiotapes, digital audio/video, motion picture films, or other recordings or reproductions made of contestants/participants, whether “still” or “live,” and their name, likeness, photographs, pictures, physical depiction, title and endorsement rights as applicable (the “Rights”), are and shall become and remain the property of Songbook South, Inc. in perpetuity. The Rights may be used and re-used by Songbook South, Inc., or anyone designated and licensed by Songbook South, Inc., for publicity, advertising or any other use in any medium, all as deemed appropriate by Songbook South, Inc. in its sole discretion. It is understood and agreed that contestants/participants shall have no claim or right to those photographs, tapes, and films, not only during the period between and during the events, but in perpetuity thereafter.

Release, Indemnity and Hold Harmless Agreement

Contestants/Participants hereby release, hold harmless and forever discharge Songbook South, Inc., its Officers, Board of Directors, Trustees, Judges, Clinicians, Employees, and any other person, firm, individual or corporation charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors and assigns from and against and any and all claims, lawsuits, demands, damages, loss of service, actions and causes of actions, based upon, arising out of, or in any way related to any honors, rights, or awards sought as a contestant or participant in the Songbook South High School Vocal Competition and/or Programs, the conduct of business there at, the ownership and possession of any honors, rights, or awards thereby, any negligent act, or any act of misfeasance or non-misfeasance by the referenced Competition or organization, or any of their agents, contractors, servants, employees or licensees, in conjunction with any honors or awards bestowed at said listed above from any and all claims of any kind or type whatsoever, whether currently known or unknown, and further agree to exonerate, hold harmless and indemnify such Competition or organization listed above from any and all claims that contestants, participants or their representative may have against such honors, rights, and awards. Such indemnification to include any and all fees (including reasonable attorney's fees), costs and other expenses reasonably incurred by or on behalf of the above organization as a result of any such claims, lawsuits, demands, damages, loss of service, actions and causes of actions.

Contestants and participants hereby release and agree to hold Songbook South, Inc. harmless from, and waive on behalf of their selves, their heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to their selves and/or property that may be caused by any act, or failure to act of Songbook South, or that may otherwise arise in any way in connection with any services received from Songbook South, Inc. Contestants/participants understand that this release discharges Songbook South, Inc. from any liability or claim that they, their heirs, or any personal representatives may have against the organization with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Songbook South, Inc. This liability waiver and release extends to Songbook South, Inc. together with all Board members, sponsors, donors, and employees.

This Application and Contract and its attachments shall be construed and interpreted under the laws of the state of Louisiana.

Any controversy or claim arising out of or relating to this Agreement or any breach thereof shall be submitted to arbitration in the state of Louisiana in accordance with the Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Section shall not in any way affect the rights of the Songbook South, Inc. to (1) seek injunctive relief as provided herein, or (2) take any action permitted by this Agreement to enforce the eligibility standards of the Program in the event that time does not permit the completion of an arbitration process before action must be taken.

Emergency Information/Permission Form

Contestant Name:

Name: Date of Birth:

Home Address (street, state, zip):

Person to be notified in the event of emergency:

Emergency Person _____ Phone _____

Emergency Person _____ Phone _____

Family Doctor _____ Phone _____

Person to be notified other than parent or guardian in an emergency:

Emergency Person _____ Phone _____

Additional medical information (allergies or health/mental conditions):

List any medication or health supplements that are currently being taken:

Insurance Company _____ Policy Number _____

Name of Subscriber: _____

I certify the policy(s) named above is now in force and will be maintained through the date of the Songbook South Competition and extended term of service to Songbook South, Inc. I understand that contestants are responsible for all medical/dental expenses incurred during the time in which they participate in any Songbook South, Inc. activities and that neither Songbook South, Inc., nor its insurance plan will be responsible for any such expenses. I certify that the above information is true and accurate. Participation in Songbook South activities is purely voluntary on the part of each student and his/her parent or guardian. It is understood and agreed that neither Songbook South, Inc., nor any of its officers, agents or employees, nor any sponsor of Songbook South will be held liable for any accident, injury, illness, or damage that might occur to any student while participating in any Songbook South, Inc. activities, including but not limited to, programs, workshops or competitions. The undersigned student and his or her parent or guardian does hereby expressly release Songbook South, Inc., its officers, agents and employees and all sponsors of Songbook South from any and all liability of every kind, nature or description for any accident, injury, illness or damage which may be sustained by such student while participating in any Songbook South activity. I hereby grant permission to Songbook South, Inc. (officers, agents or employees) to provide emergency medical care and authorize any emergency medical service provider, physician, hospital or other healthcare provider to provide such care to my son/daughter _____.

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____