

THIS MEMBERSHIP AGREEMENT (the “**Agreement**”) is made by and between the BD Performing Arts, 4065 Nelson Ave, Concord, CA 94520 (“**BDPA**”), and _____ (“**I**” or “**me**”).

IN CONSIDERATION of the opportunity to become a performing member of BDPA, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree that:

1. I have no outstanding financial obligations with any other organization, and I acknowledge that any and all financial obligations to BDPA, either for the winter or summer program, must be paid in full before I may participate in the winter or summer programs of any other organization.
2. If required, I will pay BDPA a non-refundable Deposit immediately upon my acceptance as a performing member of BDPA.
3. I agree to pay the participation fee in the installments defined on the payment/fee sheet, and I acknowledge that late fees apply to any installment(s) paid after the due date(s). I agree to make every reasonable effort, either by private means or by participation in fund raising programs, to meet this financial commitment.
4. **Every BDPA program has a non-refundable deadline. See payment/fee sheet for refund policy.**
5. I am financially responsible for any necessary repairs, loss and/or replacement of any BDPA provided equipment or apparel resulting from my careless or negligent use of these and/or any other BDPA property while in my trust.
6. I have read the BDPA student handbook online at bluedevelils.org/handbook. I agree to abide by all policies and guidelines.
7. I have read and signed the code of conduct policy and agree to abide by all policies listed. I understand that Drugs and Alcohol are not permitted at any BDPA rehearsals, camps, functions, performances and trips as detailed in the Code of Conduct Policy and agree to fully abide by this policy.
8. I understand I must sign the medical waiver form. If this form is not signed, I will not be able to participate in rehearsals, trips or performances.
9. I understand that I must fill out the Health and Wellness Pre-Participation Physical Evaluation Questionnaire and Pre-Participation Physical Examination Letter before I can participate in rehearsals, trips or performances.
10. I have the requisite visas, work permits and/or memberships required to fulfill my obligations hereunder. Upon BDPA’s written request, I shall deliver true and correct copies of such requisite visas, work permits and/or memberships to BDPA within ten (10) business days. I will sign and return all forms required by BDPA, and provide a valid birth certificate or required documentation that verifies my age required by BDPA for this program.
11. I authorize staff and/or volunteers working for or on behalf of BDPA to transport me by vehicle in a one on one environment, for the purpose of participating in activities sanctioned by the BDPA organization. I hereby release BDPA, et.al., from any liability that might arise out of such transportation and with respect to one on one interactions, in light of there not being two adults to one student during these circumstances.
12. I hereby release and hold harmless the BDPA organization, the staff and/or volunteers working for or on behalf of BDPA from any and all liability that might arise as a result of being housed and/or transported by

a staff and/or volunteer. I understand that such volunteer supporters are not provided by BDPA nor pre-screened by BDPA. I accept full responsibility for any and all arrangements to be housed and/or transported by a staff and/or volunteer supporter.

13. While on tour and trips you are not allowed to leave the group under any circumstances without permission and notification of administration. This includes going with any family member, friends or using ride sharing companies like Uber and lift.
14. I hereby grant BDPA the perpetual, fully-paid, exclusive and worldwide right to make still-photo, video, film, audio and/or other recordings (collectively, the "**Recordings**") of my participation in meetings, performances, travel, rehearsals and other events with BDPA (collectively, the "**Performances**") and to use my name, voice, likeness, image and biographical information in connection with the production and commercial exploitation of such Recordings, and to grant others the right to make and commercially exploit the Recordings. The rights granted to BDPA hereunder shall include the perpetual, fully-paid, exclusive and worldwide right to edit, televise, broadcast, record, publish, copy, use, license, print, sell, distribute or otherwise exploit the Recordings in any manner and in any medium, format, form or forum, whether now known or hereafter devised, without any further compensation to me. No casual or inadvertent failure, nor the failure of any third party, to give me the applicable credit in any television program, motion picture or other work produced hereunder, shall constitute a breach of this Agreement by BDPA.
15. I certify: (1) that the results and proceeds of all Performances and Recordings (collectively, the "**Material**") were specifically ordered or commissioned by BDPA and shall constitute a work-made-for-hire as defined in the U.S. Copyright Act; (2) that BDPA are and shall be the author of said work-made-for-hire and the owner of all right, title and interest in and to the Material, throughout the universe, in perpetuity and in all languages, for all now known or hereafter existing uses, media, format and forms, including, without limitation, the copyrights therein and thereto, throughout the universe, for the initial term and for all extensions and renewals thereof; and (3) that BDPA shall have the right to make such changes therein and uses thereof as it deems necessary or desirable. To the extent necessary to fully transfer all rights to BDPA, alternatively, I hereby assign to BDPA all right, title and interest in and to the Material, and to the extent such assignment is not effective, I hereby grant to BDPA a world-wide, irrevocable, perpetual, exclusive and fully-paid license to use, alter and exploit the Material in any manner and in any medium, format, form or forum, whether now known or hereafter devised, without any further compensation other than as expressly specified herein. I hereby waive all rights of "droit morale" or "moral rights of authors" or any similar rights or principles of law that I may now or later have in the Material. The grant of rights hereunder is irrevocable and without right of termination or rescission by me, and shall not be affected by the termination or expiration of this Agreement. The BDPA shall not be obligated to actually use the Material or the results and proceeds thereof, or to release or continue the distribution or release of the Material once released.
16. I agree to execute such further documents consistent herewith and to do such other acts as may be required by BDPA or its successors, licensees, or assigns to evidence or effectuate BDPA' rights hereunder, and if I fail to do so within five (5) business days after my receipt thereof, I hereby irrevocably appoint BDPA as my attorney-in-fact with the full power and authority to do so on my behalf, which power is coupled with an interest.
17. The BDPA may freely assign this Agreement or any of its rights hereunder, in whole or in part, to any person, firm or corporation. This Agreement shall inure to the benefit of BDPA' successors, licensees, and assigns. I shall not assign or transfer my rights or obligations hereunder without the prior written consent of BDPA, and any assignment or transfer in derogation of the foregoing shall be null and void.
18. I understand and agree that I shall not have the right to enjoin the exhibition, distribution or exploitation of the Recordings or any motion picture or other audio-visual work produced by BDPA, or to enjoin,

rescind, or terminate any rights granted to BDPA hereunder. In the event of a breach by BDPA of this Agreement, my sole and exclusive remedy shall be an action at law for damages, and I shall have no right to seek or obtain an injunction or other equitable relief. The BDPA are not a party to any collective bargaining agreement with any guild or union that may claim jurisdiction over the Recordings or Performances, and BDPA have no obligation with respect to my status as a guild or union member or for any payments that may be required by any such guild or union.

19. I am aware that failure to meet any obligations or commitments described in this Agreement, in BDPA Member Policies Agreement, or in the BDPA Member Handbook, constitutes good cause for expulsion from BDPA.
20. I hereby warrant, represent, covenant and agree that I am free to enter into and perform this Agreement, and that I am not, and will not be, under any disability, restriction or prohibition, contractual or otherwise, with respect to my right to: (i) execute this Agreement; (ii) grant all rights granted hereunder; and (iii) fully perform this Agreement. I hereby represent and warrant that any Material contributed by me: (i) is or will be original with me (or, provided I notify BDPA thereof, is in minor part in the public domain, or is supplied or assigned to me by BDPA); (ii) does not infringe upon any third party copyright(s); and (iii) to the best of my knowledge (including what I should have known in the exercise of reasonable prudence), shall not constitute a libel or slander of any third party, or infringe upon or violate the right of privacy or any other right of any third party.
21. I shall defend, indemnify and otherwise hold harmless BDPA, its employees, successors and assigns, from and against any and all third-party liabilities, claims, demands, charges, expenses and costs (including, without limitation, reasonable attorney's fees) arising out of or resulting from any uncured material breach by me of any of my representations, warranties or agreements contained herein.
22. All disputes arising from or in connection with this Agreement, or the enforcement or construction hereof, shall be governed by and resolved in accordance with the laws of the State of California as such laws are applied to a transaction between residents of that state. I agree that the state or federal courts in Contra Costa County, California, shall have jurisdiction and venue in respect of any and all disputes in connection with this Agreement.
23. No waiver of any term, provision or condition of this Agreement, the breach or default thereof, by conduct or otherwise, in one or more instances, shall be deemed to be either a continuing waiver or a waiver of a subsequent breach or default of any such term, provision or condition. In the event that any provision of this Agreement, or the application of any such provision, shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement contains the entire understanding of BDPA and me with respect to its subject matter and shall supersede any prior agreements between us. No modification, variation or amendment of this Agreement shall be effective unless made in writing and signed by BDPA and me.
24. I understand that, without the express prior written consent of BDPA, it is illegal under the U.S. Federal Communications Act: (i) to accept money or other consideration to promote any product or service in any television program produced about BDPA; or (ii) to pay or give anything of value to anyone for me to be featured in any television program about BDPA. Without limiting the foregoing, I expressly agree not to accept or pay any such consideration.
25. I have read and fully understand the contents of this Agreement and/or have had the contents fully explained to my satisfaction. Further, I have either consulted with an attorney regarding any questions I may have or have voluntarily elected not to do so.

X

Student Signature	Print Name	Date
-------------------	------------	------

Parent/Guardian Signature	Print Name and Relationship	Date
---------------------------	-----------------------------	------

(A parent or legal guardian must sign if the student is under 18 years old.)