**PARTICIPATION TERMS AND CONDITIONS**

These Participation Terms and Conditions (this “Agreement”) constitute a binding agreement between the participating student (the “Participant”) and the Participant’s parent(s) or legal guardian(s) (whether one or more, “Parent”) and The Perfect Performance, LLC, a Pennsylvania limited liability company, its officers, directors, employees, agents, affiliates, owners, members, managers, successors, and assigns (“Perfect Performance”). As lawful consideration for being permitted by Perfect Performance to participate in its summer camp or workshop (together, “Workshop”), Participant agrees to all the terms and conditions set forth herein.

1. **Deposit**. Payment of the initial deposit is due by April 15 of the year in which Workshop is held. Initial deposits are non-refundable.
2. **Full Payment**. Full payment of the fees for the Workshop are due by May 15 of the year in which the Workshop is held. After May 15, all fees are non-refundable for any reason. Perfect Performance will not accept part-time students or partial payments for single days.
3. **Workshop Content**. A variety of scripts, play productions, curriculum, ideas, information, and other material (collectively “Workshop Content”) will be presented during the Workshop. Participant agrees and acknowledges that the Workshop Contents do not necessarily reflect the views of Perfect Performance, the school and school districts with which we work, or any other party involved with the Workshop.
4. **Behavior Expectations**.
5. Participants will show respect for other people’s ideas and values, even if they are different from Participant’s own ideas and values.
6. Participants will respect the instructors, listen, and follow directions.
7. Participants will respect the time of the instructors and other participants and prepare as requested for class.
8. Participants will be on time and follow schedules.
9. Participants will take care of the facilities, the Workshop supplies, equipment, and Workshop Contents.
10. Participants will abide by all safety instructions and standards. Participants will work to foster a safe learning environment.
11. Participants will dress appropriately.
12. Participants will not engage in violent, harassing, or abusive behavior. Participants will respect the boundaries and belongings of instructors and other participants.
13. Participants will abide by all other rules and regulations of Perfect Performance.
14. **Dismissal**. Perfect Performance reserves the right to dismiss any Participant or Parent without notice if deemed necessary in the sole determination of Perfect Performance.
15. **Waiver and Release.**
16. **Although we endeavor to provide a safe environment, participation in the Workshop (the “Activities”) poses possible hazards and risks, which include but are not limited to, dance and movement classes, moving scenery and props, building sets and costumes while using machinery, stage combat classes, dance and movement in a production, sewing costumes, stage makeup classes and makeup in productions, and walking backstage in low level lighting.**
17. PARTICIPANT AND PARENT UNDERSTAND AND ARE AWARE THAT THE ACTIVITIES MAY BE DANGEROUS AND MAY INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. PARTICIPANT AND PARENT ACKNOWLEDGE THAT ANY INJURIES THAT PARTICIPANT OR PARENT SUSTAINS MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF PERFECT PERFORMANCE. PARTICIPANT AND PARENT ACKNOWLEDGE THAT THEY ARE VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF PERFECT PERFORMANCE OR OTHERWISE.
18. To the fullest extent permitted by applicable law, Participant and Parent hereby expressly waive and release any and all liabilities, claims, demands, actions, suits, damages, and expenses, now known or hereafter known in any jurisdiction throughout the world (collectively, “Claims”), against Perfect Performance, and its officers, directors, employees, agents, affiliates, owners, members, managers, successors, and assigns, arising out of or attributable to Participant or Parent’s participation in the Activities, whether arising out of the negligence of Perfect Performance or otherwise. Participant and Parent covenant not to make or bring any Claim against Perfect Performance, and forever release and discharge Perfect Performance from liability under such Claims.
19. Participant and Parent shall defend, indemnify, and hold harmless Perfect Performance against any and all losses, damages, liabilities, deficiencies, Claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from this Agreement or any Claim of a third party related to the Activities.
20. **Appearance Release and License**. Participant and/or Parent may be filmed, photographed, or recorded in conjunction with his or her participation in the Workshop (the “Recording”).
21. Participant and Parent hereby irrevocably grant and license to Perfect Performance the rights to digitize, modify, alter, edit, adapt, create derivative works, display, publicly perform, exhibit, transmit, broadcast, reproduce, exploit, sell, rent, license, otherwise use, and permit others to use, the Recording, including Participant and Parent’s name, image, likeness, appearance, and voice as they appear in the Recording, in perpetuity throughout the universe and in any medium or format whatsoever now existing or hereafter created, including but not limited to internet streaming and downloading, websites, other digital transmission or delivery methods, mobile applications, television broadcast, cablecast, and satellite, home video, video on demand, radio, and print publications, on any platform, without further consent from or any royalty, payment, or other compensation to Participant or Parent.
22. Participant and Parent hereby irrevocably permit, authorize, and license Perfect Performance to identify Participant and/or Parent by name and use Participant and/or Parent’s name, likeness, appearance, voice, and all materials created by or on behalf of Perfect Performance that incorporate any of the foregoing (“Materials”), in connection with the Work and advertising and promotion of the Work and advertising, publicity, and promotion of Perfect Performance and its services, in perpetuity throughout the universe and in any medium or format whatsoever now existing or hereafter created, including but not limited to, internet streaming and downloading, websites, other digital transmission or delivery methods, mobile applications, television broadcast, cablecast, and satellite, home video, video on demand, radio, and print publications, on any platform, without further consent from or any royalty, payment, or other compensation to Participant or Parent.
23. Participant and Parent agree that Perfect Performance is and will be the sole and exclusive owner of all right, title, and interest in and to the Recording (including all film, photographs, and other recordings, including outtakes and behind-the-scenes footage), and the Materials, including all copyrights and other intellectual property rights therein, in perpetuity throughout the universe. In furtherance of the foregoing, Participant and Parent hereby (a) assign, transfer, and otherwise convey to Perfect Performance, irrevocably and in perpetuity, throughout the universe, all of Participant and/or Parent’s right, title, and interest in and to, if any, the Recording and the Materials, including all copyright and other intellectual property rights, including all registration, renewal, and reversion rights, and the right to register and sue to enforce such copyrights against infringers; and (b) irrevocably waive any and all claims Participant and Parent may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral in the Recording and the Materials.
24. Perfect Performance has no obligation to use the Recording or any Materials, or create, produce, advertise, or promote the Materials, or include the Recording in the work, or to exercise any rights given pursuant to this Section 7. Participant and Parent acknowledge and agree that Participant and Parent have no right to review or approve the Recording, or the Materials, or any derivative work before they are used by Perfect Performance or at any other time, and that Perfect Performance has no liability to Participant or Parent for any editing or alteration of the Recording, derivative work, or the Materials, or for any distortion or other effects resulting from Perfect Performance’s editing, alteration, or use of the Recording, or the Materials, or Perfect Performance’s presentation. Any acknowledgment or credit of Participant or Parent in connection with the Recording or the Materials, if any, shall be determined by Perfect Performance in Perfect Performance’s sole discretion.
25. Participant and Parent understand and agree that the releases included in Section 6(b) above include, to the fullest extent permitted by applicable law, irrevocable waivers of all legal and equitable rights relating to all Claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy, violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world, arising directly or indirectly from Perfect Performance’ exercise of their rights under this Agreement or the production, exhibition, advertising, promotion, exploitation, or other use of the Recording, and/or the Materials, and whether resulting in whole or in part by the negligence of Perfect Performance or any other person. Participant and Parent covenant not to make or bring any such Claim against Perfect Performance, and forever releases and discharges Perfect Performance from liability under such Claims. Participant and Parent understand that Perfect Performance is relying on this Agreement and will incur significant expense in reliance on this Agreement, and Participant and Parent agree that this Agreement cannot be terminated, rescinded, or modified, in whole or in part. Participant and Parent waive any right to injunctive and other equitable relief in the event of a dispute with Perfect Performance. Participant and Parent will not have the right to enjoin or interfere with the production, distribution, exploitation, advertising, or promotion of the Recording or the Materials.
26. **Representations and Warranties**. Participant and Parent represent and warrant to Company that Participant and Parent have full right, power, and authority to enter into this Agreement and grant the rights hereunder.
27. **Acknowledgment**. THIS AGREEMENT PROVIDES PERFECT PERFORMANCE WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, ALLOWING PERFECT PERFORMANCE TO PUBLICIZE AND COMMERCIALLY EXPLOIT PARTICIPANT AND/OR PARENT’S NAME, LIKENESS, AND OTHER PERSONAL CHARACTERISTICS AND PRIVATE INFORMATION AS SET OUT HEREIN. BY SIGNING THE EXECUTION PAGE OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PERFECT PERFORMANCE.
28. **Governing Law and Attorney Fees**. The parties agree that any legal action or proceeding arising out of this Agreement or any agreement or transaction contemplated herein or therein shall be brought in the state or federal courts in Bradford County, Pennsylvania, and each party hereby consents to personal jurisdiction and venue of any such Court and waives any claim of inconvenient forum, lack of venue and lack of jurisdiction in any such Court. Any party to this Agreement bringing suit against the other in respect to any matters stated herein may, if successful in such suit, recover from the non-prevailing party its costs of court and reasonable attorney fees and associated legal expenses in such suit. The provisions of this paragraph shall survive the termination of this Agreement.
29. **Miscellaneous**. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. 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 constitutes the sole and entire agreement between the parties hereto 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. Perfect Performance shall have the right to recover its attorneys’ fees and court costs in the event of any action, suit, or other legal or administrative proceeding relating to or arising out of this Agreement. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.