

Contestant \_\_\_\_\_

Date of Competition: \_\_\_\_\_

## Section 1

1.1 Songbook South is a Shreveport, Louisiana based non-profit (501c3) organization founded by local vocalists and instructors to promote the art of singing through study and performance.

1.2 The mission of Songbook South is to provide regional vocalists who have a strong interest in music theatre, jazz, and popular song, development of skills through intense, creative performance study mentored by world-class, professional performers and instructors. Moreover, promoting these classic American genres to middle school and high schoolers central to the mission.

1.3 The top three winners of this competition shall be designated as a Songbook South Superstar [hereafter referenced as "Superstar"].

1.4 In seeking to participate in the competition, each Contestant and her parents/legal guardians must understand and accept the requirements of the Program, including the rules for the contestants and the guidelines and limitations that will be applicable to his/her activities during their Year of Service. In addition, parents/legal guardians must understand and accept that participation of the Contestant in the Competition and, if selected, fulfill the requirements of service as a Superstar specifically based upon the representations and agreements in this Application and Contract and its attachments and the continued compliance with all of the regulations of the Songbook South Program.

1.5 Therefore, by signing this Application and Contract and submitting it to the Songbook South Competition for approval, the Contestant and his/her parents/legal guardians represent and agree that:

- (1) all facts and representations contained in this Application and Contract and its attachments are true and accurate;
- (2) the Contestant and his/her parents/legal guardians agree to abide by all rules and regulations of the Songbook South Program described in this Application and Contract and its attachments, in the period before and during the competition and, if selected as a Superstar, the Year of Service;
- (3) the Contestant meets each requirement for eligibility set forth in Sections 2, 3, and 4 of this Contract; and
- (4) the Songbook South Program shall have the sole discretion to determine whether, in its judgment, the Contestant may continue to participate in the Songbook South Program or to serve as a Superstar in the event that the Songbook South determines that any statement or representation by the Contestant and her parents/legal guardians is not true and accurate or that any action by the Contestant, during the competition or the Year of Service, is inconsistent with the rules and regulations of the Program.
- (5) Songbook South has permission to obtain my body's temperature at the start of each day, and if deemed necessary, several times during the day using a touchless thermometer to insure no obvious viral infection. Should I present with a fever, it is understood that I will be immediately removed from any gathering, isolated and collected by my parent/guardian without any reimbursement for services not rendered.
- (6) participating in the Songbook South High School Vocal Competition and ensuing performances includes 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, and I 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 my participation.
- (7) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Songbook South, Inc., their officers, agents, and/or employees, other participants, individual donors, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or

property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

## Section 2 - Eligibility of Contestant to Participate in the Songbook South Competition

2.1 Age. I am of high school age which ranges from 14 years of age to 18, as of January 1, 2022. I will provide a birth certificate for verification if Songbook South requires one for verification of age.

2.2 Citizenship. I am a citizen of the United States of America, and a resident of one of the states of eligibility under this contract: Texas, Oklahoma, Arkansas, Louisiana, or Mississippi.

2.3 Language. Most of the business that is conducted by Songbook South is conducted in English; therefore, I understand that I am required to be fluent in English to participate.

2.4 Education. In order to be eligible to compete in the Songbook South Competition, I must be enrolled in an accredited high school public, private or homeschooling program.

2.5 Personal Characteristics/Good Character. I understand that in order to be eligible to compete in the Songbook South event, I hereby certify to the Personal Characteristics set forth in this section:

I am of good moral character and I have not been involved at any time in any act of:

- 2.5.1 Criminal Record. I have never been convicted of any criminal offense and there are no criminal charges or criminal investigations of any sort presently pending against me. I understand that I may make an appeal to Songbook South if criminal offenses/charges for which I have been convicted are considered minor or petty offenses in my state or another state. The appeal must be presented to Songbook South through legal counsel of my choice.
- 2.5.2 Prior Conduct. I am of good moral character and I have not been involved at any time in any act of moral turpitude. I have never and will not perform any act or engage in any activity or employment that is or could reasonably be characterized as dishonest, immoral, or indecent.
- 2.5.3 Health. I am in good health and can, to the best of my knowledge, participate fully in any Songbook South activities without any outside assistance. I understand that I must participate in all sessions during the period of the Competition.
- 2.5.4 Substance Abuse. I do not use or consume any illegal, controlled or dangerous substances or abuse the use of alcohol or other dangerous substances.

## 2.6 Contractual and Other Obligations.

- 2.6.1 I understand that if I am selected as a Superstar, I will be required to attend and participate in the Spring and Fall Benefit Concerts, and the following year's Competition event as a featured soloist and a Songbook South Singer, in addition to all required rehearsals leading up to the events.
- 2.6.2 Prior Contractual Commitments.  
At the time of my participation in the Songbook South Competition, I do not have any legal obligations that would prevent or limit my participation and appearances in Songbook South events or my compliance with the rules, regulations and conditions of the Competition.
- 2.6.3 Attorney Review of Application and Contract.  
I have been given sufficient opportunity to review this Application and Contract and its attachments, including any supplemental information and any other attachments identified by the Songbook South

Competition. I have also had the opportunity to consult with an attorney of my own choosing to give me legal advice with regard to this Application and Contract.

I have consulted an attorney about this Application and Contract.

I have decided that I do not need to consult an attorney  
(check applicable choice).

I understand that this Application and Contract is a legal document and that if I sign and submit it to the Songbook South Competition and it is accepted, it will create legal obligations that will be binding on me. I agree to be bound by this Application and Contract and its attachments.

- 2.6.4 Participating in intensives, competitions or events [hereafter referenced as “third party”] under scholarship from Songbook South, Inc.

I understand that if I am selected as a Songbook South Superstar:

1. I agree to fulfill all of the duties prescribed in this contract in order to receive my scholarship to apply to an intensive, competition or event approved by the Songbook South Board of Directors.
2. I understand that I am expected to adhere to all of the terms and contracts set forth by both Songbook South, Inc. and the third party event to which the Songbook South Scholarship is being applied.
3. I understand that the Songbook South Scholarship award is viable for one year from the date of being named a Songbook South Superstar, and may be applied to any intensive, competition or event occurring within that year approved by the Songbook South Board of Directors.
4. I understand that all music selected for third party events must be approved by the Songbook South Board of Directors to ensure alignment with the third party guidelines. I will not circumvent the Songbook South Board of Directors in changing any music selections prior to commencement of said event, unless the change has been requested by the third party and I have notified Songbook South of the request.
5. While Songbook South appreciates an artist’s personal fashion choices, I will follow the wardrobe guidelines given to me for the scholarship event, approved by the Songbook South Board of Directors unless or until a change has been requested the third party.
6. If I elect not to use my scholarship award during its time of viability, or if given the opportunity to withdraw, I understand that I will forfeit my scholarship and all rights associated with Songbook South, Inc.

Should I go against any of the terms outlined in contracts or otherwise stated by Songbook South, Inc., or the third party event for which I have been given a scholarship from Songbook South, I realize that I will be contractually obligated to pay back any and all scholarships dispensed by Songbook South, Inc. within sixty days of written request from Songbook South, Inc.

### Section 3: Personal Medical Information

#### 3.1 Medical Information (complete Attachment B - Emergency Information Form).

- 3.1.1. Current Medical Condition. (place a check at the beginning of all applicable lines) ANY MEDICAL CONDITION, INCLUDING ILLNESS, DISEASE, PHYSICAL IMPAIRMENT, OR ACTIVITY LIMITATION, MUST BE LISTED AND EXPLAINED IN ATTACHMENT B - EMERGENCY INFORMATION FORM. IF ADEQUATE SPACE DOES NOT EXIST IN ATTACHMENT B, ATTACH A SEPARATE SHEET OF PAPER WITH THE ADDITIONAL EXPLANATION.

I DO NOT presently have any illness, disease, physical impairment, or activity limitation that could limit my participation in the required responsibilities and obligations of the Songbook South Program including

during the Competition, required performance events, or if attending any national event scholarshiped by Songbook South.

I DO HAVE an illness, disease, physical impairment, or activity limitation that could affect my full participation in any phase of the competition or the required responsibilities and obligations of Songbook South Program including during the competition, required performance events, or at a national event scholarshiped by Songbook South. I have provided full disclosure of all relevant information regarding this illness, disease, physical impairment, or activity imitation in Attachment B - Emergency Information Form. If adequate space does not exist in Attachment B, attach a separate sheet of paper with an additional explanation.

I understand and agree that the information I am providing in Attachment B - Emergency Information Form, may disclose information which could jeopardize my ability to compete in the competition, required performance events, or if selected to attend a national event scholarshiped by Songbook South. I agree that Songbook South, Inc. has the right to accept or deny this Application and Contract at any level of the entry process and I understand that the decision of Songbook South is final and binding.

My illness, disease, physical impairment, or activity limitation does not require the assistance of any special equipment or personnel.

My illness, disease, physical impairment, or activity limitation will not interfere with my ability to carry out the required responsibilities and obligations of a Superstar including during the competition, required performance events, or if attending a national intensive, competition or event scholarshiped by Songbook South.

At the present time, I am receiving treatment or medication for the condition(s) described in Attachment B - Emergency Information Form.

I am not currently receiving treatment or medication for an illness, disease, physical impairment, or activity limitation or any condition.

I  do  do not expect to be taking medication or to be receiving treatment for this illness, disease, physical impairment, or activity limitation or any condition during the competition or, if selected as a Superstar to any national program to which I apply. All medications (prescribed, over-the-counter, vitamins, supplements) must be listed on Attachment B – Emergency Information Form.

● 3.1.2 Current Medication. (place a check at the beginning of all applicable lines)  I am not currently taking regular medication other than over-the-counter medication. (Any

over-the-counter medication must be listed in Attachment B - Emergency Information Form)

I take vitamins and/or supplements. (Listed in Attachment B - Emergency Information Form)

### 3.2 Covid - 19 Liability Waiver

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.

I further acknowledge that Songbook South, Inc. has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I further acknowledge that Songbook South, Inc. cannot guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the

Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, staff, and other participants and their families.

I voluntarily seek services provided by Songbook South, Inc. and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending my appointment.

I attest that:

\* I am not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.

\* I will not travel internationally within 14 days of the workshop/competition.

\* I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.

\* I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities.

\* I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold Songbook South, Inc. harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself 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. I understand that this release discharges Songbook South, Inc. from any liability or claim that I, my heirs, or any personal representatives may have against the salon 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.

#### Section 4 - Participation in the Songbook South Competition

4.1. I agree to participate in the series of events and appearances leading up to the final selection of Songbook South Superstars, during the *Inspiration Weekend*. These events shall commence and be scheduled on dates to be determined by Songbook South, Inc. I will be bound by the rules and regulations governing the Songbook South High School Vocal Competition and the procedures for the awarding and supervision of all scholarships described herein. My participation in the competition shall include all public appearances required of me by Songbook South, Inc., including, but not limited to, internet, television and radio broadcasts, personal appearances, interviews, still photo sessions, and video and audio taping or filming of all or any part of the events associated with the competition.

#### 4.2. Conduct of the Competition.

I understand and agree that Songbook South, Inc. shall determine the manner and method of conducting the competition in its sole discretion. I further understand and agree that Songbook South, Inc. shall also determine the time, method and manner of judging the competition and the awarding and supervision of all 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.

#### 4.3. Televising, Live-streaming and Sponsorship of the Competition.

I understand that Songbook South, Inc. makes no representations to me that the competition will be

televised, live-streamed or broadcast on either a live or tape-delay basis, or that the competition will be sponsored by one or more sponsors, or that I will be personally or individually involved in any specific appearance in any broadcast.

4.4. Permanent License of Publication Rights. I hereby authorize Songbook South, Inc. and anyone duly licensed or authorized by Songbook South, Inc. to:

(1) televise, photograph, live-stream, broadcast and/or make radio, internet, television, video and audiotapes or motion picture recordings of me individually or in a group;

(2) use or re-use such photographs, recordings, videotapes, audiotapes, digital audio/video recordings and/or motion picture films in all media throughout the world in perpetuity; and

(3) use my name, likeness and/or physical depiction for any purpose in perpetuity, in an unedited or edited manner or fashion as Songbook South, Inc., in its sole discretion, shall determine. This authorization shall also include the use of all such photographs, recordings, videotapes, audiotapes and/or motion picture films made during my Year of Service if I am selected as a Songbook South Superstar/Singer.

4.5. Songbook South, Inc. Ownership of Rights.

I understand and agree that all photographs, tapes, digital recordings and films made of me for trade, advertising and any other purpose or purposes as a participant in the Competition, and any use of my name, likeness and/or physical depiction when identified with Songbook South, Inc., shall be the sole and exclusive property of Songbook South, Inc. I understand and agree that I shall have no claim or right to those photographs, tapes, and films, not only during the period between and during the competition and, if I am selected as a Superstar during my Year of Service but in perpetuity thereafter. I understand and agree that this provision refers to and includes all photographs, digital recordings, tapes and films from any activities relating to the Competition, including, but not limited to, interviews, rehearsals and publicity events, either individually or as a member of a group.

4.6. Union Affiliations.

If I am a member of a professional union (such as SAG/AFTRA or Equity) it is my/my guardian's responsibility, to ensure that my participation in any of the activities outlined in this contract is not in violation of my membership, as Songbook South, Inc. and its affiliates will not be liable for any loss of revenue or membership due to breaches or perceived breaches in union contracts.

4.7. Change in Circumstances.

I understand that if, at any time between the date of this Application and Contract and the completion of the competition, any facts concerning my eligibility to participate in the competition should change, including, without limitation, my citizenship, marital or parental status, good character and reputation or, if relevant to my eligibility, my residence, employment, health or educational status, Songbook South, Inc. shall have the right, in its sole discretion, to determine that I am not eligible to participate in the Competition, and will not issue any reimbursement for any costs associated directly or indirectly to participation in any of Songbook South's programs, workshops, or competitions.

Section 5: Commitment of Service as a Songbook South Superstar

5.1 Service as a Songbook South Singer and Superstar.

If I am selected as a Superstar I will serve as a Songbook South Singer during the Year of Service. I agree that I will dedicate my efforts and energy during my Year of Service to the fulfillment of these duties and obligations and that I will engage in no other business or other activities, other than school, that will in any way interfere with the duties and obligations of my Year of Service.

5.2 Availability for Appearances and Events.

I agree to make myself available for such personal appearances, interviews, testimonials, endorsements,

filming, tapings, photographic and recording sessions, and other various commitments and events related to my Year of Service that Songbook South, Inc. has made and will make for me in its sole discretion.

### 5.3 Independent Contractor Status.

I understand and agree that I am and will remain an independent contractor with respect to Songbook South, Inc. I am not and will not become an employee of Songbook South, Inc. during my Year of Service. The authority granted by this Application and Contract to Songbook South, Inc. to act on my behalf is intended for the mutual convenience of the Songbook South, Inc. and me and in order to provide an effective means of organizing my activities during my Year of Service.

### 5.4 Numbers of Appearances.

I understand and agree that the Songbook South, Inc. has made and makes no representations to me as to the number or nature of the appearances that I may be asked to make or the amount of compensation, if any, that I will receive during my Year of Service.

### 5.5 Use of Songbook South Words and Symbols After Year of Service.

After the conclusion of my Year of Service, if I am advised by the Songbook South, Inc. that, in its sole and exclusive judgment, my use of any of the titles, words or symbols associated with Songbook South programs or competitions has caused or is reasonably likely to cause harm to Songbook South, Inc., agree to discontinue any such use immediately. I understand and agree that the judgment of the Songbook South, Inc. on this question shall be final and binding.

### 5.6 Permanence of Restrictions.

I understand and agree that the provisions of Sections of this Application and Contract shall specifically survive the termination of this Application and Contract and shall be enforceable by the Songbook South, Inc. and binding on me in perpetuity.

### 5.7 Change in Circumstances.

I understand that if, at any time between the competition at which I am selected as a Songbook South Superstar and the completion of my Year of Service, any facts concerning my eligibility to participate in the Program should change, including, without limitation, my citizenship, marital or parental status, good character and reputation, or if I should become, in the sole judgment of the Songbook South, Inc., physically unable to perform the duties and obligations relating to my Year of Service, Songbook South shall have the right, in its sole discretion, to determine that I am not eligible to continue to serve as a Songbook South Superstar. In that event, the Songbook South, Inc. may, at its option, forfeit my title and all prizes, awards, and prerequisites of the position of a Songbook South Superstar or both or either, subject to the provisions of Section 6.8 (Termination section) of this Application and Contract.

## Section 6: Intellectual Property, Publication, Scholarships and Other Provisions

### 6.1 Unauthorized Use of Songbook South Program Titles.

I acknowledge and agree that the title and the name and designation Songbook South Superstar and Songbook South Singer are the property of the Songbook South, Inc. I agree never to use, or to authorize anyone else to use, the words of Songbook South Superstar or Songbook South Singer or any similar or related phrase, in association with me or my name or likeness in any way without the prior written approval of Songbook South, Inc.

### 6.2 Authorization of Publication.

I authorize the use of my name, likeness, photographs, pictures, physical depiction, endorsement rights, and my title of Songbook South Superstar and by such persons, firms or corporations as may be approved and selected by Songbook South, Inc. in its sole discretion. I will abide by the provisions of any agreement between Songbook South, Inc. and corporations regarding my services for advertising and promotional uses, and by such persons, firms or corporations as may be Songbook South, Inc. in its sole discretion. I will abide by the persons, firms or corporations regarding my services for advertising and promotional uses.

#### 6.4 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 me by Songbook South, Inc. or their affiliates, whether “still” or “live,” and my name, likeness, photographs, pictures, physical depiction, title and endorsement rights (a) as a Contestant in the Competition or as a participant in the events leading up to the selection of Songbook South Superstars or (b) chosen as a Superstar representing Songbook South, Inc. or participating in any of the Songbook South, Inc. sponsored events whether before, during or after the Competition or, if I am selected as a Superstar during or after my Year of Service, including, but not limited to, events such as press interviews, judge interviews, rehearsals and publicity events, either individually or as a member of a group, as applicable (the “Rights”), are and shall be, become and remain the property of the 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. I will ensure that all rights that any photographer may have in or its licensee to Songbook South, Inc. any publicity photographs of me that are supplied to me by Songbook South by that photographer in favor of Songbook South, Inc., shall provide a written release of such rights to Songbook South. I understand and agree that the provisions of this section shall specifically survive the termination of this Application and Contract.

#### 6.5 Scholarship Grants and Forfeitures.

I understand and agree that the grant of scholarships by Songbook South, Inc. is subject to the terms and conditions of the Scholarship Rules and Regulations attached to this Application and Contract. By signing this Application and Contract, I agree to be bound by those rules and regulations. I understand that all scholarships that I may be awarded will be non-forfeitable in the event that I breach this Contract or fail to perform any duties that I may have as a Contestant in the competition or, if I am selected, as a Superstar I also understand and agree, however, that such scholarships may be forfeited if I have made any misrepresentations as to my eligibility to compete in the Competition or if I have not complied with the rules and regulations for scholarships as outlined.

#### 6.6 Documents and Information; Cooperation with Inquiries

I agree to provide the Songbook South, Inc., at its request, with any documents or information necessary to determine any question with regard to my initial or continuing eligibility to compete in the Competition or, if I am selected as a Superstar, to complete my Year of Service. I also agree to cooperate fully with any inquiry undertaken by Songbook South in connection with my initial or continuing eligibility and to provide sworn statements and any relevant documents if requested to do so by Songbook South, Inc.

#### 6.7 Termination of Eligibility

I understand and agree that Songbook South, Inc. shall have the right, in its sole and exclusive judgment, to determine that I am not eligible to participate or continue to participate in Songbook South Singers, as a Superstar, or to receive an awarded scholarship, and if appropriate, to complete my Year of Service, if:

- 6.7.1 any of the representations or statements made by me in this Application and Contract or any of its attachments is determined by Songbook South to be false;
- 6.7.2 there is a change of circumstances that would affect my eligibility to participate in the Competition or, if I am selected as a Superstar to complete my Year of Service, including without limitation changes in my citizenship, marital or parental status, good character and reputation or, if relevant to my eligibility to participate in an event/opportunity for which Songbook South, Inc. is providing scholarship, employment or educational status;
- 6.7.3 I fail to conduct myself in a manner which, in the sole and exclusive judgment of Songbook South, Inc., is consistent with the standards and dignity of Songbook South.
- 6.7.4 I have any disability which, in the sole and exclusive judgment of the Songbook South, Inc., impairs my ability to perform the duties expected of me as a participant in local, state or national events



as a Songbook South Singer or, if I am selected, as a Superstar, and that such disability cannot be reasonably accommodated without substantially altering or interfering with the duties and obligations contemplated herein.

- 6.7.5 In the event it has been determined I am not eligible to participate or continue to participate in the local, state or national events as a Songbook South Singer or, if appropriate, to complete my Year of Service, then all titles, awards, and perquisites of my position as a Superstar, as appropriate, shall be terminated and forfeited, subject to the provisions of Section 6.5 (Scholarship Grants and Forfeitures) of this Application and Contract.

#### 6.8 Public Release of Information

I understand that some elements of Songbook South, Inc., and in particular the local or state events and the public appearances of a Songbook South Superstar during the Year of Service, are frequently the subject of intense media and public interest and scrutiny. I further understand that it is very important for Songbook South to maintain a high level of public trust in and acceptance of the integrity of, and manner of conducting, any appearances and the qualifications and conduct of Contestants, Superstars and of Songbook South Singers. Accordingly, I authorize Songbook South, Inc., in the exercise of its sole and exclusive discretion, to release and to comment publicly upon any truthful information concerning my eligibility or continued eligibility to participate in local, state, national or international events or, if I am selected as a Superstar to complete my Year of Service.

#### 6.9 Uniqueness of Contract and Services; Injunctions.

I understand and agree that the services and obligations described in this Application and Contract are unique and extraordinary and that there is no adequate remedy at law for any breach of this Application and Contract by me. Therefore, in the event of any such breach, or in the event of such a breach that is attempted or threatened, I agree that Songbook South shall be entitled to equitable relief by way of injunction or otherwise to prevent or repair such breach or attempted or threatened breach.

#### 6.10 Release, Indemnity and Hold Harmless Agreement

I 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 by me as a contestant in the Songbook South Competition and 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 I further agree to exonerate, hold harmless and indemnify such Competition or organization listed above from any and all claims that I or my 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.

#### 6.11 Applicability of Louisiana Law

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

#### 6.12 Entire Agreement; Enforceability.

When signed and approved by Songbook South, Inc., this Application and Contract, together with its attachments, shall solely and exclusively determine my rights, privileges, and responsibilities to Songbook South, Inc. No oral or other written statement that is in any way inconsistent with the provisions of this Application and Contract shall be binding upon me or upon Songbook South. If any provision of this

Application and Contract should be declared void or unenforceable, such provision shall be deemed omitted from this Application and Contract. In that event, the remainder of this Application and Contract shall remain in full force and effect.

#### 6.14 Arbitration of Disputes

Any controversy or claim arising out of or relating to this Application and Contract 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 in Section 6.10 of this Application and Contract, or (2) take any action permitted by this Application and Contract 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.

On the basis of all of these statements and agreements, I request Songbook South, Inc. to accept my application to participate as a Contestant in the Songbook South Singer Competition. If Songbook South, Inc. accepts this application, I agree to comply with all of the terms and conditions of this Application and Contract, together with its attachments.

Contestant: \_\_\_\_\_ Parent/Guardian: \_\_\_\_\_

State of \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

County of \_\_\_\_\_

Affidavit of Truthfulness

\_\_\_\_\_, the Contestant making this Application, being duly sworn according to law, upon her oath deposes and says:

I do hereby swear that the statements made in this Application and Contract and its attachments are true. and subscribed to before me this day of \_\_\_\_\_, 20\_\_.

Contestant: \_\_\_\_\_

Parent or Legal Guardian: \_\_\_\_\_

Notary Public of \_\_\_\_\_

Certification of Songbook South, Inc. Official

I do hereby certify that the Contestant was determined to be eligible to compete in the Songbook South Competition eligibility standards.

Date: \_\_\_\_\_

Director/Authorized Representative \_\_\_\_\_

Approval of Application for Participation in the Songbook South Competition

The Songbook South Program hereby APPROVES this Application and Contract and accepts appointment as the agent of the Contestant on the terms provided in this Application and Contract. The Contestant may compete in the Songbook South Competition and if selected appear in local, state or national appearances and events pursuant to the terms of this Application and Contract and its attachments.

Date \_\_\_\_\_

Director / Authorized Representative \_\_\_\_\_

## Affidavit of Parent or Legal Guardian

(To be completed by the Parent(s) or Legal Guardian(s) on the date of this Application and Contract)

I, the undersigned parent or legal guardian of, who is the Contestant named in this Application and Contract, of qualified age and being duly sworn according to law, upon my oath depose and say:

1. I have read and I understand the provisions of this Application and Contract and its attachments. To the best of my knowledge, information and belief, all of the factual statements made in this Application and Contract by the Contestant are true.
2. I have been given the opportunity to consult with an attorney of my choosing to seek legal advice regarding this Application and Contract.
3. I consent to the execution of this Application and Contract by the Contestant.
4. On behalf of the Contestant, I agree to the terms and conditions of this Application and Contract and its attachments.
5. I have not previously authorized any person, firm, or corporation to use the name, photograph, picture or any present or future title of the Contestant in connection with any endorsement or advertisement of any commercial product for or on behalf of the Contestant, nor has any other person ever been authorized to do so, other than a co-signer of this affidavit.
6. I shall not authorize any person, firm, or corporation to use the name, photograph, picture or any present or future title of the Contestant in connection with any endorsement or advertisement of any commercial product for or on behalf of the Contestant other than in accordance with the terms and conditions of this Application and Contract and its attachments.

I do hereby swear that the statements made in this affidavit are true.

\_\_\_\_\_ Parent/Guardian

\_\_\_\_\_ Parent/Guardian

BEFORE ME, the undersigned authority, personally appeared, who is personally known to me or who produced \_\_\_\_\_ as identification.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of, 20\_\_\_\_.

\_\_\_\_\_ NOTARY PUBLIC Printed Name

Commission Expires: \_\_\_\_\_

Attachment A: Supplemental Fact Sheet Songbook South Contestant

Contestant Full Name (as you wish it listed in Program Book):

\_\_\_\_\_

Date of Birth: \_\_\_\_\_

Age: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Father's Name: \_\_\_\_\_ Phone#: \_\_\_\_\_

Mother's Name: \_\_\_\_\_ Phone#: \_\_\_\_\_

Other Legal Guardian's Name/Address

\_\_\_\_\_

Other Legal Guardian's Phone# \_\_\_\_\_

Name and Address of School: \_\_\_\_\_

Principal's Name: \_\_\_\_\_

Date (or Future Date) of High School Graduation: \_\_\_\_\_

## Attachment B: Emergency Information/Permission Form

For Emergency Medical Treatment Please provide the following information in addition to the information referenced in Section 3.1.

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):

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

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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: \_\_\_\_\_

Songbook South Contestant Contract Effective Date: 01/01/2022 – Contestant Initial \_\_\_\_\_ Parent/Guardian Initials \_\_\_\_\_