



2024 MCBA AGREEMENT OF PARTICIPATION

THIS AGREEMENT OF PARTICIPATION is made by and between Michigan Competing Band Association (“MCBA”) and the High School through its designated Marching Band identified at the bottom of this Agreement by its authorized representatives (the “Band”). In consideration of the following mutual agreements and covenants, the adequacy of which is acknowledged, the parties agree as follows:

- 1. **Licensing.** The band shall, and by submission of this form does, assume full responsibility for obtaining permissions and licenses of its musical performance. The Band, by submission of this form, agrees to and hereby does indemnify and “hold harmless” MCBA from and against any and all actions, suits, causes or action, damages, including reasonable attorney’s fees, which may result to MCBA by reason of the public performance by the Band of any music.
- 2. **Contest Commitment.** Exhibit A, attached hereto and incorporated herein, is a list of MCBA scheduled contests and dates for the Band’s performances in 2023. The Band agrees to participate in the contests set forth in Exhibit A. The Band agrees to and hereby does indemnify and “hold harmless” MCBA from and against any and all actions, suits, causes or action, damages, including reasonable attorney’s fees, which may result to MCBA by reason of the public performance by the Band at any MCBA scheduled contest.
- 3. **Penalty for Withdrawal from a contest.** If a band withdraws from a contest after submission of the “Agreement of Participation”, a \$500 withdrawal penalty will be assessed. The band that withdraws from a contest shall not be allowed to participate in the MCBA State Championship Contests until the \$500 withdrawal penalty has been paid.
- 4. **For Educational Use Only Videos.** Each band will receive a video of their performance at every MCBA Contest, this video is intended FOR EDUCATIONAL USE ONLY. The band agrees to use said video solely for educational purposes. The band agrees to not produce copies of the video, to not distribute the video, and to not make the video public. The Band agrees that it is solely responsible for any liability that may arise from inappropriate use or distribution of the Video and any subsequent use that is not authorized by this agreement
- 5. **Media Consent.** We hereby grant to MCBA, and their respective agents or designees, the right to use in any media our name, likeness, photographs and photographic prints, and any reproduction of ourselves, our student performers and others participating with us while attending MCBA events, for any purpose including promotion, advertising, or otherwise. With the use of these rights, we hereby release and indemnify, on behalf of ourselves and our participants, MCBA, its officers, members, directors, employees, and agents from any and all claims, liabilities, and/or damages which now or in the future may arise from such use.

IN WITNESS WHEREOF, the undersigned have signed this Agreement by their designated representatives on the date set by their names.

“BAND”

Name of Band _____ City (if different) _____

_____ By: _____ Dated: _____
print or type name of Band Director signature of Band Director

_____ By: _____ Dated: _____
print or type name of School Administrator signature of School Administrator

Charles Hodson By: _____ Dated: _____
MCBA Executive Director signature of MCBA Executive Director

Page 1 of 2
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EXHIBIT A

_____ BAND
name of band

2024 MCBA CONTEST(S) AT WHICH THE BAND WILL PERFORM:

CONTEST DATE

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TO BE INCLUDED IN THE 2024 RANDOM ORDER PERFORMANCE DRAW, THIS FORM MUST BE RECEIVED BY MCBA NO LATER THAN MAY 1, 2024.

TO COMPETE IN ANY MCBA CONTESTS DURING 2024, THIS FORM MUST BE RECEIVED BY MCBA NO LATER THAN SEPT 1, 2024.