



John Burroughs High School • Burbank, CA

STANDARD TERMS AND CONDITIONS

These standard terms and conditions (“STC”) are hereby incorporated into and made part of the of the registration of the school whose choir or choirs desires to participate in John Burroughs High School’s music festival known as “Showcase” (“Showcase”), which is administered by the John Burroughs High School Vocal Music Association (“JBHS VMA”). By filling out and submitting the registration and paying the registration fee for Showcase, the registering school, its choir and its choir director (referred to collectively hereinafter as “Choir”), are making and agreeing to the following representations, warranties, indemnities and agreements set forth below:

1. During the period Choir is participating in Showcase, Choir and all of its members (Choir members are deemed to include, but not limited to, all the choir director, choir performers, volunteers, chaperones, tech crew or any other individuals traveling with or invited by the Choir, sometimes referred to herein as “Choir Members”) agree to abide by all of JBHS VMA’s rules, requirements and directions and/or all rules, requirements and directions of the Burbank Unified School District (“BUSD”). Choir and the Choir Members agree to use reasonable care to prevent any damage to BUSD property and will conduct themselves in a respectful manner at all times. No Choir Members will be permitted to cause injury or harm to any other person or any property or make verbal or physical threats toward others. Choir shall be held liable for all damages and/or injuries caused by Choir Members in violation of the foregoing and JBHS VMA shall be entitled to immediately discontinue Choir’s participation in Showcase and escort all Choir Members off BUSD property without liability to either JBHS VMA or BUSD and without any obligation to Choir or any Choir Members.
2. Choir represents and warrants that is has obtained all necessary permissions, authorization, licenses or agreements from any applicable performing rights society for the public performance of any and all music compositions, songs, music arrangements or other copyrighted material (collectively, “Music”) included as part of Choir’s performance at Showcase, and that, to the best of Choir’s knowledge, the inclusion of such Music in Choir’s performance will not infringe on the rights of any third party or otherwise violate any copyright or common law right, and no other consent, license or permission is required for the performance of such Music.

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3. Choir hereby agrees to release, indemnify and hold harmless JBHS VMA, BUSD and each of their respective officers, directors, employees, volunteers, agents, representatives, successors, assigns and/or affiliates from and against any and all claims, liabilities, actions, damages, injuries, losses and/or demands arising out of or in connection with (a) Choir's presence on BUSD property or Choir's participation in Showcase, except to the extent arising out of the gross negligence and/or willful misconduct of JBHS VMA or BUSD; (b) any claim arising of copyright infringement against Choir; and (c) any claim arising out of the breach by Choir of any representation, warranty or agreement made hereunder.

4. Choir may cancel its registration, upon written notice to JBHS VMA at any time prior to the commencement of Showcase, and any registration fees paid by Choir shall be refunded as follows: (a) if written notice of cancellation is received ninety (90) or more days in advance of Showcase, 100% of the registration fee shall be refunded; or, (b) if written notice of cancellation is received thirty (30) or more days but less than ninety (90) days in advance of Showcase, 50% of the registration fee shall be refunded. In the event written notice of cancellation is received less than thirty (30) days in advance of Showcase, no portion of the registration fee shall be refunded, unless otherwise agreed by JBHS VMA.

By the submission of Choir's registration for, and the payment of Choir's registration fee for Showcase, Choir is agreeing to abide by the foregoing representations, warranties, indemnities and agreements set forth above.