

Terms and Conditions

By registering for the Bandwriting Collective Summer Camp (the "Camp"), you and your child ("the Camper") agree to the following terms and conditions (the "Agreement").

1. **Overview.** The Camp will run for two weeks Monday through Friday (the "Session"). The Camp will take place at Smash Studios, 307 West 36th Street and Shelter Island Sound, 40 West 27th Street. Hours are 10:00 a.m. to 4:00 p.m., Monday through Friday.

2. **Payment.** The fee to attend the Camp is \$1300 (the "Fee"). A \$650 nonrefundable deposit is due upon registration, and the balance of \$650 is due no later than two months prior to the beginning of the session. Cancellations made by then will ensure a full refund of the Fee, minus the \$650 deposit. Cancellations made after that date will not be eligible for a refund. If a camper is unable to attend all sessions of the Camp for any reason, the camper will not receive a refund. The Fee can be paid by check or some arrangement with the camp. All checks returned for any reason will be assessed a \$30 return check fee.

3. **Pick Up.** I authorize my child to arrange his own travel to and from the Camp _____.

I authorize up to three individuals to pick up my child. Authorized individuals may be required to present valid identification to pick up any child from the Camp. You authorize the following individuals to pick up your camper:

If an authorized individual without valid ID or an unauthorized adult comes to pick up your camper, you can be contacted at the following phone number:

(_____) _____ - _____

4. **Lunch.** Camp provides a pizza lunch on the first day of camp only. You will be contacted again regarding specifics about each child's permission.

1. My child has permission to leave the building and get their own lunch_____
2. My child should be escorted to get lunch_____

You will be contacted again regarding specifics about each child's permission.

5. **Camper Rules.** The Camp is a bullying-free and substance-free organization. All campers will refrain from any bullying, foul language, reckless behavior, smoking, alcohol consumption, or the taking of any illegal drugs while participating in any Camp activities and while on the Camp premises. Theft and vandalism of the Camp location property or any property of others is prohibited. Any violation of these rules and policies will result in immediate dismissal from the Camp and any liability stemming from the violations shall be borne solely and entirely by you. No refunds of any kind will be issued.

6. **Dismissal.** The Camp reserves the right to dismiss a camper when the Camp director deems dismissal necessary for the best interests of the Camp. In the case of behavior problems, the Camp will first call the parent, then if necessary submit one written warning to the parent before dismissing any camper, unless the behavior in question endangers other campers, in which case a camper may be dismissed without a prior written warning to the parent.

7. **Cancellation.** At least twelve campers need to be enrolled in order for the Camp to offer the Session. The Camp reserves the right to cancel or postpone the Session in the event less than twelve campers are enrolled. In the event of Session cancellation, refunds will be given to affected campers.

8. **Photo Consent.** Camp activities and events may be photographed or videotaped for publication in the Camp's informational, promotional and educational materials. Campers may appear in these photographs or videos. You hereby authorize and give consent to the Camp, Bandwriting Collective LLC and their successors, licensees and assigns, to publish, display, reproduce, and edit all photographs and videos taken by the Camp in which you or your child appears. It is further agreed that the Camp may use your and your child's photographs, image, name, voice and likeness for any and all exhibitions, public displays, publications, flyers, brochures, commercial art, and advertising purposes, without limitations or reservation or any compensation, in all media now known or hereafter devised, including the Camp website(s) unless you notify the Camp otherwise in writing prior to July 1, 2018.

9. **Intellectual Property.** The copyright ownership in the sound recordings produced (the "Masters") and musical compositions written (the "Composition") by the Camper during the Session will be owned and controlled by the Camper, his/her assigns, licensees or successors. Masters and/or Compositions co-written or co-created with other campers may be subject to joint ownership in the works, such joint ownership to be determined and agreed upon by the campers and their representatives. You and the Camper further hereby grant to the Camp a non-exclusive, perpetual license to reproduce, distribute, edit, publish, make derivative works from, make compilation works from, synchronize with visual works, and otherwise use the Masters and Compositions throughout the world in all media now known or hereafter devised solely for the purposes of promotion, publicizing, and advertising the Camp, its directors, employees, campers and affiliates and for other education or promotional purposes.

10. **Representations and Warranties.** You and the Camper hereby represent, warrant and agree that: (i) you assume all liability for damage caused directly or indirectly, in whole or in part, by the Camper to personal property owned by you, the Camper, the Camp, and/or any third party; (ii) the contributions by the Camper to the Masters or Compositions will be wholly original and will not infringe upon the rights, including but not limited to copyright, trademark, and right

of publicity, of any third party; and (iii) you release the Camp, its staff and employees from and against any and all liability for injury suffered by you or the Camper arising from or connected with the Camp.

11. **Indemnification.** You agree to indemnify and hold Bandwriting Collective LLC, the Camp, and their successors, assigns, agents, licensees, employees and representatives harmless from and against any third party claims, liabilities, costs and expensive (including reasonable outside attorneys' fees and legal costs) in connection with any third party claim which is inconsistent with any agreement, covenant, representation, or warranty made by you and/or the Camper herein or any act or omission by you or the Camper.

12. **Miscellaneous.** The Camp may amend this Agreement from time to time upon notice to you. This Agreement shall be governed by and construed under the laws and judicial decisions of the State of New York, without regard for its conflict of laws provisions. All claims, disputes or disagreements related to this Agreement shall be subject exclusively to the jurisdiction of the federal and state courts located in the County of New York, State of New York. Should any provision of this Agreement be deemed unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall be effective and binding upon the parties hereto to the fullest extent permissible. In the event of any legal proceeding brought by either party hereto to enforce this Agreement or any of the terms contained herein, both parties shall be deemed to have jointly drafted this Agreement and neither side shall enjoy the benefit of any evidentiary presumptions based upon the identity of the drafter hereof. In no event shall Licensor's liability with respect to this Agreement exceed, directly or indirectly, the Fee received by the Camp from you hereunder.