



## LOUISIANA MISSISSIPPI COLOR GUARD AND PERCUSSION CIRCUIT PARTICIPATION AGREEMENT

PARTICIPATING UNIT NAME: \_\_\_\_\_

PARTICIPATING UNIT DIRECTOR: \_\_\_\_\_

PARTICIPATING UNIT DIVISION:

COLOR GUARD

PERCUSSION

WINDS

PARTICIPATING UNIT CLASSIFICATION: \_\_\_\_\_

This agreement between the Participating Unit and Louisiana Mississippi Color Guard and Percussion Circuit (LMCGPC) shall be effective on the date of the last signature below.

Participating Unit desires to compete in LMCGPC-sanctioned events ("the Events"). The following terms constitute an agreement made between the Participating Unit and LMCGPC regarding the relationship between the parties, including during the Events and time between the Events. LMCGPC and Participating Unit will agree on additional and supplemental contract terms at the time of, and as a part of, Participating Unit's registration for any particular LMCGPC-sanctioned event. Participating Unit and LMCGPC now agree as follows:

### I. GENERAL TERMS

- A. LMCGPC and Participating Unit are independent entities, with no partnership, joint venture, or agency relationship between them.
- B. Participating Unit shall not be eligible to compete in any LMCGPC-sanctioned event unless this Agreement is in effect.
- C. Participating Units shall comply with all rules and regulations prescribed by LMCGPC (a WGI circuit partner), including without limitation all adjudication manuals and policy manuals. Copies of all LMCGPC policy and guidance documents are available at LMCGPC's website or upon request.

### II. ELIGIBILITY

- A. This section of the agreement is to certify eligibility for students participating in LMCGPC events. All performers of a participating unit in any scholastic or independent classification must meet the requirements of eligibility as stated in the rulebooks of our parent organization, Winter Guard International (WGI).
- B. SCHOLASTIC PARTICIPATING UNITS:
  1. Each scholastic participating unit shall submit the provided Student Roster Form (Section VI) signed by the authorizing school principal or administrator listing all approved participants of that school's group.
- C. INDEPENDENT PARTICIPATING UNITS:
  1. Each independent participating unit shall submit the provided Participant Roster Form (Section VI) and must attach proper documentation (Birth Certificate or Driver's License) for each participant. Any participant under the age of 18 must have the Independent Performer Release Form attached to this roster.

### III. ETHICS AND SAFETY

- A. Participating Unit shall follow all laws applicable to it, including both the laws of its home state and the laws of the state(s) to which the Participating Unit Travels. In particular, all laws concerning the protection and safety of participants in youth-serving organizations must be adhered to strictly.
- B. SafeSport Certification:
  1. LMCGPC is committed to building a community where participants can learn together in an atmosphere free of emotional, physical, and sexual misconduct. It is WGI policy that all adult supervisors must complete the "SafeSport™ Trained" Abuse Prevention courses before working with participants.
  2. WGI defines adult supervisors as "adults in a group's managerial, instructional, design, creative, or volunteer team who spend considerable amounts of time with the group or have a short-term interaction with the group. Considerable is defined as a weekly in-person interaction with performers and short term is defined as two (2) total hours or more per season of in-person interaction."
  3. Adult supervisors must complete ONE Safesport™ course each season in the following order:
    - SafeSport™ Trained
    - Refresher 1: Recognizing and Reporting Misconduct
    - Refresher 2: Preventing Misconduct
  4. Adult supervisors who have completed SafeSport™ Refresher 2 are already in compliance for the 2025 season.
  5. Documentation of SafeSport course completion for all adult supervisors should be kept on file by the group – it does not need to be submitted alongside this Master Agreement to the LMCGPC. During the season, LMCGPC will conduct weekly random audits of registered groups and groups should be prepared to provide this documentation upon request. Groups not in compliance will be removed from their registered event.
- C. Participating Unit shall read and comply with the WGI and LMCGPC code of ethics.

### IV. INTELLECTUAL PROPERTY

- A. Participating Unit irrevocably grants permission to use its name, likeness, and any reproduction of its performance (photographic, video, or otherwise) at any LMCGPC-sanctioned event for any advertising and/or educational purpose, and releases LMCGPC from all claims, liabilities and/or damages which may arise from such use.
- B. Participating Unit shall not use, or permit any of its members to use, LMCGPC's logo, or any logo or mark substantially similar to or derived from LMCGPC's logo, for any purpose without the express written consent of LMCGPC.
- C. Participating Unit shall indemnify and hold harmless LMCGPC and its directors, employees, and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) resulting from any claim of copyright infringement, if the claim arises (in whole or in part) out of any act or omission of the Participating Unit.
- D. Participating Unit shall adhere to all copyright policies set by WGI, which are available at WGI's website or upon request.

### V. LIABILITY

- A. Participating Units in the independent classifications(including colleges and schools) shall comply with the insurance requirements applicable to the events for which it registers, Units must provide proof of insurance.
- B. The parties mutually agree to defend, indemnify and hold harmless each other, their trustees, directors, officers, agents, and employees, individually and collectively, from and against all claims, suits, losses, injuries, damages, liabilities, obligations and causes of action, of whatever kind, arising in any manner whatsoever, out of, or in connection with, their performance of this Agreement for any breach of this Agreement or the negligent or willful acts or omissions of their trustees, directors, officers, agents and employees.





VI. AGREEMENT:

- A. LMCGPC, by providing this document and permitting participating unit entry into the events confirms that we agree to all aspects of this document.
- B. Via the Unit Director's signature below, the participating unit confirms that it has read, understands, and agrees to all sections of this document. Furthermore, the participating unit understands that it must be able to provide all required documentation detailed within this agreement at any given time throughout the 2025 LMCGPC Season.

PARTICIPATING UNIT

LOUISIANA MISSISSIPPI COLOR GUARD AND  
PERCUSSION CIRCUIT

\_\_\_\_\_  
Unit Director Name:

*Stephanie Montoya*

Executive Director

\_\_\_\_\_  
Unit Director Signature:

Dated: JANUARY 1, 2025

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