

**PARTICIPATING GROUP MASTER AGREEMENT
COMBINED SCHOOLS**

This Participating Group Master Agreement (the “Agreement”) by and between

PARTICIPATING GROUP NAME: _____

PARTICIPATING GROUP SCHOOL DISTRICT: _____

PARTICIPATING GROUP CLASS OF COMPETITION: _____

PARTICIPATING GROUP ADDRESS: _____

(“Participating Group”) and Florida Federation of Colorguards, Inc., 1335 Kingsley Ave. Box 1863, Orange Park FL 32067 (“FFCC”) shall be effective on the date of the last execution signature below.

Participating Group desires to compete in FFCC-sanctioned events (“the Events”). The following terms constitute an agreement made between Participating Group and FFCC regarding the relationship between the parties, including during the Events and time between the Events. Participating Group and FFCC now agree as follows:

I. GENERAL TERMS AND CONDITIONS

A. Participating Group shall be an entity with an existence that is separate from, and independent of, any particular individual. Ordinarily, a Participating Group will be a school district (or part thereof), or a private organization. Participating Group shall have a leadership structure that provides for meaningful leadership and oversight by more than two individuals. FFCC and Participating Group are independent entities, with no partnership, joint venture, or agency relationship between them.

B. This Agreement may be terminated by either party at any time for any reason, with or without prior notice, with or without cause, and without penalty. Termination of this Agreement shall not relieve either party of liability for breaches of the Agreement occurring prior to its termination.

C. Participating Group shall be responsible for registering for the Events in which it wishes to participate, using the registration guidelines established by FFCC for the period of this Agreement. All such guidelines shall be made available on FFCC’s website or upon request.

D. Participating Group shall not be eligible to participate in any FFCC-sanctioned event unless this Agreement is in effect.

E. Participating Group shall comply with all rules, regulations, and policies prescribed by WGI and FFCC, including without limitation all adjudication manuals and policy manuals. Copies of all policy and guidance documents are available at the respective organizations' respective websites or upon request.

II. PARTICIPANT PROTECTION

A. Participating Group 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 Group travels. In particular, all laws concerning the protection of participants in youth-serving organizations must be adhered to strictly.

B. FFCC requires Participating Groups to obtain a national criminal history background check (or some satisfactory equivalent for your country or locale) for all in contact with their participants. Note: This could include instructional staff, chaperons, drivers, pit or prop crew, clinicians and others who have more than casual contact with participants. For Scholastic groups, this background check requirement can be fulfilled by requirements imposed by the school district/educational institution; however if the school district or educational institution does not have policies for such background checks, the Participating Group must comply with this requirement. By signing this agreement, the Participating Group agrees they are fully executing this FFCC background check policy and acting in accordance with the code of conduct and principles of participant protection.

C. Participating Group shall disseminate WGI's policies concerning participant protection to all its leaders, staff, and participants, and shall ensure that its leaders and staff adhere to those policies. All such FFCC policies will be available on FFCC's website or upon request.

D. The school district/educational institution affiliated with the Participating Group represents that there are effective internal policies and procedures for the protection and safety of all its participants, including without limitation to the ability of any individual to report suspected misconduct to the leadership of the Participating Group without fear of reprisal.

E. WGI defines misconduct as follows:

- Any misconduct of a sexual nature or potentially classifiable as a sex offense under applicable local, state, and federal law, including without limitation so-called “victimless” activities such as prostitution, pornography, and indecent exposure.
- Any misconduct in which actual or suggested sexual relations is an element;
- Any harassing conduct pertaining to, in whole or in part, an individual’s sex, gender, sexual orientation, or gender expression; and
- Any conduct involving harm to a minor.

III. INTELLECTUAL PROPERTY

A. Participating Group shall adhere to all copyright guidelines set by WGI which are available at WGI's website or upon request. for the period of this Agreement.

B. Participating Group irrevocably grants permission to use its name, likeness, and any reproduction of its performance (photographic, video, or otherwise) at any FFCC-sanctioned event for any advertising and/or educational purpose, and releases FFCC from all claims, liabilities and/or damages which may arise from such use.

C. Participating Group shall not use, or permit any of its members to use, FFCC's logo, or any logo or mark substantially similar to or derived from FFCC's logo, for any purpose without the express written consent of FFCC.

IV. LIABILITY

A. Participating Group agrees that the applicable school district self-insurance, school or school district insurance policy fully and completely covers, on either a primary or secondary basis as applicable, all those involved with the Participating Group while participating in a FFCC-sanctioned event.

V. SCHOLASTIC ELIGIBILITY

A. This Agreement certifies that the Participating Groups' total membership listed in the attached schedules are students from the same school, schools that feed directly into that school, or home-schooled students that reside within school district boundaries and are approved by the school to participate in FFCC-sanctioned events. Combined schools may also utilize participants from parochial, vocational, charter or virtual schools meeting the same requirements.

VI. MISCELLANEOUS

A. To the extent permitted by the laws of the jurisdiction under which the Participating Group is organized, the parties agree that this Agreement shall be construed under the laws of the state of the Participating Group, and the parties further agree that the federal and state courts located in the state of the Participating Group shall have exclusive and sole jurisdiction to resolve all disputes arising under or related to this Agreement. The parties irrevocably consent to the jurisdiction of the federal and state courts of the Participating Group and agree that such courts are the only proper venue for the resolution of disputes between them. Notwithstanding the foregoing, all state and local laws applicable to the Participating Group and pertaining to sovereign immunity, choice of law, jurisdiction, venue, remedies and any other matter addressed by this Agreement shall remain in full force and effect and shall supersede any contradictory provision in this Agreement.

B. The individual who is executing this Agreement on behalf of the Participating Group hereby represents that he or she has the full power and authority to bind the Participating Group to these terms. If the Participating Group is associated with a school, then this Agreement may only be executed by an employee of the school-**not an independent contractor**-authorized to bind the school to its terms either by law or by a resolution duly adopted by the governing body of the school/organization.

Accepted:
For: _____

Name: _____

Signature: _____

Position with Group: _____

Dated: _____

Accepted:
Florida Federation of Colorguards, Inc.

Name: Michael Higbe


Title: President

Dated: Aug. 31, 2022

Accepted:

For: _____

Name: _____

Title: _____

Signature: _____

Dated: _____