

TERMS & CONDITIONS

I. Volunteer Participation & Behavioral Standards Policy

Please read through this Participation & Behavioral Standards Policy carefully. If you are registering for your child please review it with them.

We are thrilled to have you participate in Smokestack Theatre Company's productions, classes, and workshops. Our policy has always been to provide a respectful, safe, inclusive, and supportive environment for the entire community to enjoy the challenges and delight of live theatre. In order to provide this environment to everyone involved, we have established the Volunteer Participation & Behavioral Standards Policy, which is a written agreement about expectations for behavior of all participants. Any participant that behaves in a manner that is inconsistent with these expectations will be given one (1) warning by a staff member of Smokestack Theatre Company in writing and if possible, in person. In the event the participant is a minor a parent or guardian must be present. This warning will not be discussed in front of other participants, but at a time and location that allows for privacy to discuss the matter. If after warning the participant, they continue to behave in a manner contrary to this policy, they or their parent will be asked to not participate in any further productions, classes, or workshops.

RESPECT FOR EACH OTHER– Our acting community depends on mutual respect. All participants need to respect the authority of the staff, directors, choreographers, musical directors, workshop coordinators, teachers, and other personnel in charge of events, productions, classes, and workshops. Verbal abuse, foul language, or any disrespect has no place in our organization. Bad attitudes, gossip, mocking and other forms of disrespect have no place in our organization. In addition, mutual respect for other participants is expected.

RESPECT FOR OUR SPACE– All participants need to respect their physical surroundings and leave the location in the same condition (or better) as found. Graffiti, litter, and general mess will not be tolerated. Any participant defacing any property related to any Smokestack Theatre Company production, workshop, party or any other event will be held responsible, along with their parent or guardian in the case of a minor.

FOLLOWING DIRECTION – The artistic directors of our productions, classes, and workshops need full participation and attention from every volunteer when called upon. Rehearsal time is limited and needs to be used efficiently, with all participants fully engaged when called upon. We understand you are volunteering your time and appreciate you greatly, but keep in mind that others are doing the same and their time should be as respected as your own. If you have a disagreement during a rehearsal, wait until the end of rehearsal to discuss the issue with the appropriate person.

BEING PREPARED – Being on time, having all required scripts, props or other necessary items is vital to successful productions and classes. In the event a participant will be absent or more than five minutes late you are expected to notify the Stage Manager or event coordinator as early as possible. Most communication will be done via email. Anyone without access to email should notify staff of an alternate form of communication. Directors will be required to provide schedules to all participants

and update participants in a timely manner of any changes. Failure to show up without notice may lead to filling your position with another participant.

SAFETY – Smokestack Theatre Company strives to provide a safe environment for all participants. All rehearsals and performances are monitored by responsible adult volunteers. Each participant is expected to behave in a safe and responsible manner that demonstrates respect for themselves and respect for others. Any activity that is deemed unsafe or potentially hazardous will be reported to a staff member. Serious or repetitive unsafe activity will result in the dismissal of the participant from the workshop or production. Possession of any hazardous item will result in immediate dismissal of the participant and notification of their parent or guardian if applicable.

SPECIAL NEEDS OR CONCERNS – Smokestack Theatre Company is an inclusive organization, with children and adults of many ages and backgrounds. Parents or guardians need to notify staff of any special needs and concerns, particularly related to learning issues, behavioral issues, medication, and allergies, so that all of the participants involved in any production or workshop can be made to feel at home, and all of the participants can be safe and protected.

Smokestack Theatre Company reserves the right to limit the involvement of any participant who cannot reasonably comply with these behavioral standards.

I have read all the information included in the Volunteer Participation & Behavioral Standards Policy as provided by Smokestack Theatre Company. If I am registering for my child, I have explained all expectations to my child. I understand that I or my child is representing Smokestack Theatre Company and understand the need for these guidelines and agree to abide by them.

II. Photo/Video Release

I, the person registering, or the parent of the registrant, enter into this Agreement with SMOKESTACK THEATRE COMPANY, herein after referred to as Producer.

I have been informed and understand that Producer may capture pictures, portraits, digital images, photographs, video recordings, and audio recordings of the registrant and that my(my child's) name, likeness, image, appearance and/or performance may be photographed or recorded and archived for future use.

1. I grant Producer and its designees the right to use my(my child's) name, likeness, image, appearance, and performance as embodied in the photographs and/or recordings whether captured on or transferred to digital files, film, slides, photographs, or other media, now known or later developed. This grant includes without limitation the right to edit, mix or duplicate and to use or re-use the photographs and/or recordings in whole or part as Producer may elect. Producer or its designee shall have complete ownership of the photographs in which I appear, including copyright interests, and I acknowledge that I have no interest or ownership in the photographs or their copyrights.

2. I also grant Producer and its designees the right to broadcast, exhibit, market, sell and otherwise distribute the photographs, either in whole or in parts, and either alone or with other products, for commercial or non-commercial television or theater, closed-circuit exhibition, home video distribution or any other purpose that Producer or its designees in their sole discretion may determine. This grant includes the right to use the photographs and/or recordings for promoting or publicizing any of the uses.

3. I confirm that I have the right to enter into this Agreement, that I am not restricted by any commitments to their parties, and that Producer has no financial commitment or obligations to me as a result of this Agreement. I hereby give all clearances, copyright and otherwise, for use of my name likeness, image, appearance and performance embodied in the photographs and/or recordings. I expressly release and indemnify Producer and its officers, employees, agents and designees from any and all claims known and unknown arising out of or in any way connected with the above granted uses and representations. The rights granted Producer herein are perpetual and worldwide.

I have read the foregoing and understand its terms and stipulations and agree to all of them. If registrant is under the age of 18, I hereby certify that I am the parent/legal guardian of the registrant and I give my consent without reservation to the foregoing on behalf of him or her.

III. Waiver and Release of Liability

In consideration of the risk of injury while participating in Smokestack Theatre Company performances, classes, events, and workshops (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Smokestack Theatre Company of Danville, VA, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity. I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). I agree to indemnify and hold harmless Smokestack Theatre Company against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. I acknowledge that Smokestack Theatre Company and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Smokestack Theatre Company. I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge Smokestack Theatre Company and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Smokestack Theatre Company for personal injury or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Smokestack Theatre Company, its agents, and employees. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness. In the event of an emergency, please contact the person(s) listed as my emergency contacts in the order listed.

I, the registrant or parent/guardian of the registrant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am agreeing to it of my own free will.