



University of Denver

**2015 PERFORMANCE
AGREEMENT, POLICIES & RELEASES**

Friday, April 10, 2015

4:00-7:00 PM

Driscoll Ballroom

Presented by the CultureFest Planning Board

The University of Denver is a private University that strives for excellence, innovation, engagement, integrity, and inclusiveness and is dedicated to creating a campus climate with an ethos of respect, understanding, and appreciation of individual and group differences.

The CultureFest is an annual University of Denver event that supports the sharing, celebration, and appreciation of diverse cultural backgrounds, customs, and experiences among members of the University of Denver and surrounding Denver community. The event seeks to support internationalization and to foster inclusivity along with a climate of respect and appreciation of differences.

Respect of cultural diversity by all CultureFest participants and attendees is expected. All CultureFest participants and attendees must adhere to the policies of the University of Denver at all times.

***Participation in the CultureFest is completely voluntary.
Performers are not paid for their performance.***

In addition to submitting the electronic 2015 CultureFest Performance Application online, applicants must also submit the following required supplemental application materials (including music on CD or flashdrive if applicable) with original signatures by no later than **April 6, 2015 at 4:30 pm** to be considered for inclusion in the event.

Performance time preference will be given to applications received by the deadline in the order they are received. Applications that are incomplete and/or do not include all application materials and original signatures and initials will not be approved so please double check your application for completeness prior to submission.

<p>Application Checklist:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Submitted hardcopy Performance Agreement (p. 2) including Policies Form (pp.3-4) with original signatures; all policies must be initialed <input type="checkbox"/> Included Release Form (p.5/6) for every representative that will participate in the performance at the CultureFest <input type="checkbox"/> Included music on CD or USB flashdrive and labeled it with your name and if performance group/ organization's name <p><u>DU Organization/ Affiliated Student Group:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Included account # or ID # in item 1 of p. 1 of Performance Agreement <p><u>Non-DU Organization</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Included Certificate of Insurance (if available) <input type="checkbox"/> Included proof of Non-Profit status (if applicable) 	<p>Submit completed application packets to:</p> <p><i>International Student and Scholar Services International House CultureFest Performance Committee c/o Kelsey Abbott 2200 S. Josephine St. Denver, CO 80208 Tel: (303) 871-4912</i></p>
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2015 CULTUREFEST: Performance Agreement, Policies & Releases

Please complete all fields and submit required supplemental application materials to the International House (2200 S. Josephine St., Denver, CO, 80208).

1. Performance Organization/Group/Individual Information

Name of Performance Organization/Group/Individual: _____

DU Organization/Department: Enter Your Organization/Department Account Number: _____

Unofficial DU Group: Enter the Primary Contact's DU ID Number: _____

Non-DU Organization: Enter the Organization Phone & Email: _____

2. Organization/Group's Primary Representative's Information

Representative's Name: _____ Organization Title: _____

Email: _____ Phone: _____

AGREEMENT

Agreement: Please sign below to indicate that you have read, understood, and agree to all of the CultureFest and University of Denver policies, rules, and regulations and that you will share this information with your organization/performers. Only applications that are complete and include original initials next to the Performer/Performance Policies, Rules, & Requirements and a signature below will be reviewed. Please keep a copy of this application and the performer/performance regulations for your records.

NAME OR LIKENESS RELEASE

The undersigned expressly agrees and acknowledges that for promotional purposes the University of Denver and its CultureFest Planning Board reserves the right to photograph, videotape, or otherwise digitally collect your organization's participation in the 2015 CultureFest (the "Works"). Such Works shall be the sole and exclusive property of the University of Denver for the full copyright term and the University of Denver shall have the right to copy, exhibit, display, and otherwise use the Works in any and all media and for all purposes. The undersigned further expressly agrees and acknowledges that in participating in the 2015 CultureFest, your organization shall use its best efforts to obtain and grant any and all third party clearances, releases and consents necessary for University of Denver's use of the Works, including, but not limited to, the enclosed Name and Likeness Release for all persons staffing your organization's booth at the 2015 CultureFest.

AUTHORIZATION AND RELEASE

The undersigned hereby represents and warrants that he or she is duly authorized to execute and deliver this application on behalf of its organization and agrees to assume all risks and responsibilities surrounding participation in the 2015 CultureFest and further to release the University of Denver and all departments and divisions thereof from any claims, demands, actions, causes of action, lawsuits, expenses, or losses (including court costs and all reasonable attorney fees) he or she may have on account of property damage or personal injury (including death) arising out of or attributable to participation in the 2015 CultureFest, unless such property damage or personal injury or death is caused by the negligence of the University of Denver, its trustees, employees or agents. The undersigned, on behalf of his or her organization has read, understands, and agrees with the enclosed rules and regulations and takes full responsibility for the performance. The undersigned hereby agrees that his or her organization will comply with the rules of the 2015 CultureFest and will be subject to the appropriate penalties set by the University of Denver if in violation thereof.

Upon acceptance by the CultureFest Planning Board, your performance application shall be a contract for performance at the 2015 CultureFest. You will be considered in default of your obligations under this agreement if you should fail to observe, to comply with, or to perform any term or condition contained in this agreement

Representative's Signature: _____ Date: _____

Representative's Printed Name: _____ Initials: _____

2015 CultureFest Performer/Performance Policies, Rules, & Requirements

Mission: The CultureFest, sponsored by the CultureFest Planning Board at the Colorado Seminary, which owns and operates, the University of Denver, University of Denver, is an event intended to support the sharing, celebration, and appreciation of diverse cultural backgrounds, customs, and experiences among members of the University of Denver and surrounding Denver community. The event seeks to support internationalization and to foster inclusivity along with a climate of respect and appreciation of differences.

Below are the Colorado Seminary/University of Denver (also referred to as DU) policies and requirements for all performance applicants and CultureFest participants (also referred to as “you”, “your”, “applicant”, “performer” or “participant”). Please read and review these policies and requirements for participation carefully.

Initial next to each number to indicate that you have read, understood, and consent to adhere to each policy, rule, and/or requirement.

Initials General CultureFest Participation Policies, Rules, & Requirements

- _____ 1. All CultureFest participants and attendees must adhere to the policies of the University of Denver at all times.
- _____ 2. The CultureFest Planning Board reserves the right to determine the eligibility of any organization, individual, product, material, or service and the right to restrict, prohibit or remove any applicant or restrict any product, materials, or service that violates University of Denver and CultureFest rules and regulations.
- _____ 3. You are required to comply with any applicable University of Denver policies, including, but not limited to, policies related to discrimination, harassment, sexual harassment, violence, drugs and alcohol use, and the provisions of all state, local, and federal laws, regulations, ordinances, requirements and codes which are applicable to your participation in the 2015 CultureFest. Any expenses related to the violation of applicable University, local, state, and federal policies are the responsibility of the violator, not the CultureFest.
- _____ 4. Harassment on the basis of any legally protected characteristic is a form of discrimination and is prohibited by University of Denver policy. Prohibited harassment occurs if an environment has been created that is sufficiently severe, pervasive, or persistent so as to unreasonably interfere with a person's work or academic performance or participation in University programming/activities. Prohibited harassment may take the form of (but is not limited to) offensive slurs, jokes, and other offensive oral, written, computer-generated, visual or physical conduct.
- _____ 5. The CultureFest Planning Board may terminate this Agreement, at its sole discretion, if it receives evidence that you and/or any of your members, affiliates, officers, directors, agents or employees have: 1) violated laws, ordinances or rules and regulations, federal, state, local or University of Denver; 2) acted or operated in a manner which constitutes a nuisance and/or disturbance; 3) engaged in harassment; 4) violated any other agreements or violated or anticipates violating this Agreement; or 5) participated in misconduct, property damage, or created circumstances presenting the reasonable threat of damage or injury to persons or property. The CultureFest Planning Board, in its sole discretion, may also require your immediate removal from the premises under such circumstances. The CultureFest Planning Board shall not be liable for damages, including indirect, incidental, special, or consequential damages, including but not limited to, loss of profits, future business opportunities or otherwise, as a result of the termination or removal and you hereby waives any and all other claims, damages or liability on the part of the CultureFest Planning Board and the University of Denver in connection therewith.
- _____ 6. You may not possess or use weapons, ammunition, explosives, fireworks, or other objects designed or used to inflict injury or damage while on University of Denver premises, even if the individual possesses a valid concealed weapons permit or other lawful permission to carry a weapon. This includes, but is not limited to, items which simulate weapons or other dangerous objects. The possession of non-lethal self-defense instruments such as mace is not prohibited; however, the reckless use of those devices is prohibited.
- _____ 7. The CultureFest Planning Board and the University of Denver are not responsible for any lost, misplaced, or stolen items.
- _____ 8. No alcohol is permitted at any time. Individuals found drinking or serving alcohol will be removed from the event and fined accordingly.

Initials CultureFest Performer/Performance Policies, Rules & Requirements

- _____ 9. All performances at the CultureFest are voluntary. Performers will not receive payment of any kind, monetary or otherwise (e.g., food, mileage reimbursement etc.) for their performance.
- _____ 10. Only applications that are complete including submission of performance music, Certificate of Insurance (if available) and proof of non-profit status (if required) and include original initials next to the Performer/Performance Policies, Rules, & Requirements and a signature on the agreement page will be reviewed.
- _____ 11. In order to be eligible to participate in the CultureFest, your dress and performance must adhere to the policies of the University of Denver. Dress or performances that violate the policies of the University of Denver will be stopped immediately.
- _____ 12. Performers will be scheduled to perform at a specific time in a specific location and notified of this prior to the CultureFest. Failure to check-in and appear on-time at your designated performance space will result in the forfeiture of your eligibility to perform in the CultureFest.
- _____ 13. All approved performances must send at least one organization member to the mandatory performance meeting occurring prior to the event. The meeting is currently scheduled for April 2nd from 5-6 PM at the International House (2200 S. Josephine St).
- _____ 14. Performers must check-in with the CultureFest Performance Coordinator no later than one hour before the time of their scheduled performance. Performers may leave upon completion of their scheduled performance and performance take-down but are invited to stay for the entire event.
- _____ 15. Performances must be performed within in the time specifically scheduled and allotted to you/your organization. A grace period of one minute will be provided. The sound system will be turned off if your performance exceeds the one minute grace period and you will be required to conclude your performance immediately.
- _____ 16. Equipment needs for items required for your performance such as microphones, chairs etc. must be specified in the application and approved prior to start of the CultureFest.
- _____ 17. No weapons (e.g., swords etc.) may be used as props during a CultureFest performance without proper written approval by DU's Department of Risk Management. The CultureFest Planning Board will contact you regarding the outcome of their assessment.
- _____ 18. Each performer scheduled to appear at the CultureFest must submit a signed "Acknowledgement of Risk and Release/Name or Likeness Release" (p. 6) or "Acknowledgement of Risk and Release/Name or Likeness Release/Parental Permission Form" (p.7) as appropriate. This should be submitted with the Performance Application and no later than one week prior to the CultureFest. Please make additional copies of p.6 and/or p. 7 for your performers as required.

Photography & Recordings

- _____ 19. The University of Denver may record, broadcast, televise, photograph and otherwise reproduce visual and/or audio of the performance on any media of its choosing. You hereby authorize the University of Denver to utilize any such recording of the performance in all media and in all forms or purposes in DU's discretion, including without limitation, advertising and other promotions for DU, without any further consideration.
- _____ 20. You hereby represent and warrant to the University of Denver that you have the full right and authority, and have obtained any and all necessary consents, releases, approvals and licenses that may be required, to use any of the materials or music in your performance or in any advertising and promotion thereof, and the University of Denver need not obtain any other consents, releases, approvals or licenses with respect to such materials or music including, but not limited to, those of any performer, or the use thereof, in any promotion or advertising.

Please have each performer complete the appropriate Assumption of Risk and Release Form (see pp. 5 and 6) and submit to the CultureFest Planning Board prior to the CultureFest.

Please make additional copies of p. 5 and/or p. 6 for your organization members as required.

Individuals who do not submit an Assumption of Risk and Release form will be ineligible for participation in the CultureFest.*



2015 PERFORMANCE PARTICIPANT

ACKNOWLEDGMENT OF RISK AND RELEASE/NAME OR LIKENESS RELEASE

THIS DOCUMENT MUST BE **SIGNED BY A PERSON 18 YEARS OF AGE OR OLDER** PARTICIPATING IN AN EVENT HELD UNDER THE AUSPICES OF COLORADO SEMINARY WHICH OWNS AND OPERATES THE UNIVERSITY OF DENVER (HEREINAFTER "DU").

* * *

The individual named below as "Participant" hereby acknowledges that he or she is of 18 years of age or older, agrees to participate in the **CultureFest at the University of Denver, Denver, CO** to be held on April 10, 2015 in the Driscoll Ballroom from 4-7 PM and further acknowledges his or her full understanding and appreciation that there are risks associated with participating in the Event, including, but not limited to, bodily injury or trauma, partial and/or total disability, paralysis or death or property damage or loss. These risks may be caused by the action, inaction or negligence of the Participant; the action, inaction or negligence of other attendees and performers, misuse of props or equipment, or activities during set-up, presentation or break down.

Participant understands that it is his or her responsibility to consult a physician and to take into account Participant's personal health and physical condition prior to Participant's participation in the Event.

By signing this form, the Participant on behalf of him/herself and his/her heirs, assigns, legal and personal representative(s), agrees to assume all risks and responsibilities surrounding Participant's participation in the Event and further to release the University of Denver and all departments and divisions thereof from any claims, demands, actions, causes of action, lawsuits, expenses, or losses (including court costs and all reasonable attorney fees) he or she may have on account of property damage or personal injury (including death) arising out of or attributable to Participant's participation in the Event, unless such property damage or personal injury or death is caused by the negligence of the University of Denver, its trustees, employees or agents.

Participant grants to the University of Denver and press and media admitted to the Event by the University of Denver the right to photograph, videotape or otherwise digitally collect Participant's name, likeness, voice and sounds (as "Works") during participation in the Event. Participant further assigns and grants to the University of Denver all rights in these Works and the right to use or sublicense these Works and Participant's name, likeness and biography, in the University of Denver's discretion, in all media and in all forms or purposes, including without limitation, advertising and other promotions for the University of Denver, without any further consideration to Participant or Participant's heirs, assigns, legal and personal representative(s).

Performance Name/Group: _____

Executed this ____ day of _____, 2015.

By signing below, I certify that I am at least 18 years old and agree to the above terms.

PRINTED Full Name of Participant

SIGNATURE of Participant



2015 PERFORMANCE PARTICIPANT—MINOR

ACKNOWLEDGMENT OF RISK AND RELEASE/NAME OR LIKENESS RELEASE PARENTAL PERMISSION FORM

THIS DOCUMENT MUST BE **SIGNED BY THE PARENT OR LEGAL GUARDIAN OF PERSONS UNDER THE AGE OF 18 PARTICIPATING IN AN EVENT** HELD UNDER THE AUSPICES OF COLORADO SEMINARY WHICH OWNS AND OPERATES THE UNIVERSITY OF DENVER (HEREINAFTER "DU").

* * *

The parent or legal guardian of the individual named below as "Participant" hereby authorizes Participant to participate in the **CultureFest at the University of Denver, Denver, CO** to be held on April 10, 2015 in the Driscoll Ballroom from 4-7 PM and further acknowledges his or her full understanding and appreciation that there are risks associated with participation in the Event, including, but not limited to, bodily injury or trauma, partial and/or total disability, paralysis or death or property damage or loss. These risks may be caused by the action, inaction or negligence of the Participant; the action, inaction or negligence of other attendees and performers, misuse of props or equipment, or activities during set-up, presentation or break down.

Participant's parent or legal guardian understands that it is his or her responsibility to consult a physician and to take into account Participant's personal health and physical condition prior to Participant's participation in the Event. Participant's parent or legal guardian by signing further represents that he or she has thoroughly explained to the minor Participant the risks associated with participating in the Event using language appropriate to the age and intellectual capacity of the Participant.

By signing this form, Participant's parent or legal guardian, on behalf of Participant, his/herself and Participant's heirs, assigns, legal and personal representative(s), agrees to assume all risks and responsibilities surrounding Participant's participation in the Event and further to release the University of Denver and all departments and divisions thereof from any claims, demands, actions, causes of action, lawsuits, expenses, or losses (including court costs and all reasonable attorney fees) he or she may have on account of property damage or personal injury (including death) arising out of or attributable to Participant's participation in the Event, unless such property damage or personal injury or death is caused by the negligence of the University of Denver, its trustees, employees or agents.

Participant's parent or legal guardian, grants to the University of Denver and press and media admitted to the Event by the University of Denver the right to photograph, videotape or otherwise digitally collect Participant's name, likeness, voice and sounds (as "Works") during participation in the Event. Participant's parent or legal guardian further assigns and grants to the University of Denver all rights in these Works and the right to use or sublicense these Works and Participant's name, likeness and biography, in the University of Denver's discretion, in all media and in all forms or purposes, including without limitation, advertising and other promotions for the University of Denver, without any further consideration to Participant, his/herself, Participant's heirs, assigns, legal and personal representative(s).

Performance Name/Group: _____

Executed this ____ day of _____, 2015.

PRINTED Name of Participant

**PRINTED Name of Participant's Parent of
Legal Guardianship**

**SIGNATURE of Participant's Parent of
Legal Guardianship**