

Daniel Glass Jazz Intensive—Participation Agreement

This is a legally-binding Agreement (“Agreement”) between Daniel Glass, LLC (“Daniel Glass”) and you (“Participant”), as a participant in this Daniel Glass Jazz Intensive Event (“Event”).

NO PERSON MAY ATTEND THIS EVENT UNLESS THEY ARE REGISTERED.

REGISTRATION AND PAYMENT: By registering for this event Participant agrees to all of the terms and conditions contained in this Agreement including, but not limited to, the payment and cancellation terms, the release of liability, and the standards for behavior. All rates are per person. Upon registration, a \$500.00 deposit will be automatically charged to your credit card. THIS DEPOSIT IS NON-REFUNDABLE. 100% of the remaining balance is due on or before May 15, 2016, in order to be fully registered for the event. Any late registration received by Daniel Glass on or after May 16, 2016, will only be accepted subject to availability and all fees must be paid in full at the time of registration.

MINOR PARTICIPANTS: If Participant is a child under the age of 18, he or she must have a letter from a parent or legal guardian and provide emergency contact information.

DEPOSITS: All deposits are NON-REFUNDABLE. (Exception set forth below.) Daniel Glass strongly encourages Participants to purchase travel insurance. Daniel Glass explicitly reserves the right to cancel the event at any time at its sole discretion. If the event is cancelled by Daniel Glass pursuant to this paragraph, all fees, including deposits, will be refunded by check within thirty (30) days of the scheduled event. Please note that, in the event of cancellation, Daniel Glass is not responsible for reimbursement of travel or other miscellaneous expenses incurred by the Participant.

CANCELLATION BY PARTICIPANT: If a Participant cancels the registration, the Participant must do so at least thirty (30) days in advance of the first day of the Event to receive a full refund of tuition fees less the initial deposit. Any cancellation by the Participant less than thirty (30) days prior to the start of the Event will result in Daniel Glass providing a “rain check” which may be used at any future Daniel Glass Event subject to availability. No refunds will be provided after the start of the Event.

FACULTY/CLINICIANS: Daniel Glass reserves the right to offer qualified substitute faculty and guest clinicians and entertainment at its sole discretion, if a scheduled faculty member/guest clinician should become unavailable for the Event. Daniel Glass represents and warrants that in such an event it will use its best effort to find a comparable substitute for such guest clinician(s) or faculty member(s). In addition, Daniel Glass will make reasonable efforts to notify Participants of such a change on its website: www.danielglass.com.

PROFESSIONALISM AND BEHAVIOR: All attendees are ambassadors of Daniel and are expected and required to act respectfully and professionally to all fellow attendees, clinicians, instructors and staff. Failure to act in such a manner, to be determined in the sole discretion of Daniel Glass, shall constitute cause for your participation in the Event to be terminated.

SOCIAL MEDIA: Photographs and use of individual social media is encouraged! Video is not permitted.

FORCE MAJEURE: Daniel Glass’ obligations are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, inclement weather, Acts of God, riots, strikes, labor difficulties, epidemics, an act or order of any public authority or any other cause, similar or dissimilar, beyond Daniel Glass’ control.

DEFAULT BY PARTICIPANT: If, before the date of the Event, it is found that the Participant has not performed his or her obligations or that the financial credit of the Participant has been impaired, Daniel Glass may cancel this Agreement.

FULL FORCE OF PROVISIONS: If any of the provisions in this Agreement are determined to be void by a court of competent jurisdiction, the remaining provisions shall remain in full force.

STATE OF EVENT: This Agreement shall be subject to the laws of the State of the Event and all parties accept the jurisdiction of that State in all matters pertaining to this Agreement. In the unlikely event of a dispute under this Agreement, the parties agree to negotiate a solution in good faith. In the event litigation should be filed, the exclusive venue is the appropriate courts of New York, New York. New York law shall control.

RELEASE: By registering for this Event, Participant specifically agrees not to sue and hereby fully and forever hold harmless, release, waive, extinguish and discharge Daniel Glass, Daniel Glass, LLC, and Drummers Collective, and its agents and representatives, individually and collectively, from any and all claims, actions, suits, demands, causes of action, debts, costs, expenses (including legal fees) at law or in equity, known or unknown, that Participant may have, claim to have, now or in the future, or which may hereafter arise with respect to any aspect regarding or in connection with your attendance at the Daniel Glass Jazz Intensive. Participant further agrees to allow Daniel Glass to use your image, name, and likeness in social media posts during the Event and for the promotion and advertising of future Daniel Glass Events.

TITLES: Paragraph titles are included for convenience only and are not binding.

Daniel Glass, LLC, requires that you certify your understanding and agreement with this Participation Agreement by submitting an electronic signature. To certify, enter your name and click "Confirm Signature".

Participant:

I am age 18 or over and do not require the signature of a parent or legal guardian.

Enter Your
Electronic
Signature _____ Date: _____

If Participant is a minor, the electronic signature of a parent or legal guardian is also required:

Enter Parent or
Guardian Electronic
Signature _____ Date: _____

Confirm signature(s): _____