MOOSE JAW MUSIC FESTIVAL TERMS AND CONDITIONS

Please carefully complete all information to register for the Moose Jaw Music Festival. The accuracy of the information you provide will determine the ability to process your registration without error. Following registration, please check back frequently to view your schedule once it is posted.

- 1. The entry deadline for the Moose Jaw Music Festival is found at https://events.solarislive.com/Moose-Jaw-Music-Festival. Registrations received after this date will not be accepted and no exceptions will be allowed.
- 2. Only participants whose fees are paid online by credit card before deadline will be entered in the Festival.
- 3. By creating an account with the Moose Jaw Music Festival through this website, you are granting the Moose Jaw Music Festival Association (MJMFA) permission to use any photos taken at the festival or related concerts on our website, our Facebook page, or in other promotional materials, and that there is no reimbursement for the right to take, use or distribute images or recordings. Names of participants will be listed in the Festival Program, names of performers will be used in the concert program, and names and/or photos of winners may be posted on the MJMFA website, on our Facebook page and shared with the Saskatchewan Music Festival Association. If this is an issue for you, please contact us at moosejawmusicfestival@hotmail.com.
- 4. By creating an account with MJMFA, you consent to receiving updates and information related to MJMFA electronically and/or by phone. If you wish to deactivate your account and discontinue receiving updates at any time, please contact us at moosejawmusicfestival@hotmail.com.
- 5. If you are creating an account through this website as an entrant's parent, by creating the account you are giving permission to your child to participate and perform in the Moose Jaw Music Festival.
- 6. By creating an account through this website you acknowledge that the information you provide in your account is, to the best of your knowledge, accurate and complete. The provision of intentionally inaccurate, incomplete or fictitious information will result in the suspension of your account and any registrations associated with your account.
- 7. A suspended account is ineligible for registration in a class and/or performance in the Festival.
- 8. Once creation and verification of your account is complete, registering yourself, your student or your child in a class is accomplished by logging in to your account and clicking on 'Syllabus/Register'.
- 9. We require on-line payments via Visa and Mastercard for all registrations. Please ensure you have entered all of your pieces prior to payment. If you have any questions or concerns, please email moosejawmusicfestival@hotmail.com, and we will answer your inquiry as soon as possible.
- 10. The Moose Jaw Music Festival is committed to maintaining the privacy of personal information. Only information necessary to process festival registrations and scheduling is collected. We will not share your personal information with third party vendors, and will only contact you as necessary to communicate about festival-related items.
- 11. All performers must abide by the rules & regulations of the Saskatchewan Music Festival Association. Failure to abide by the stated rules & regulations will result in disqualification from all classes entered. This includes but is not limited to copyright requirements:
 - Original copies of sheet music must be provided to the adjudicator, and any accompanist or performer using sheet music. *Photocopied music is not permitted under any circumstance.*
 - No video or audio recording is permitted at any time.
- 12. In order to be considered for scholarships or participation in the Thursday evening scholarship competition, all participants will be required to perform at least two solo selections from memory. Scholarships and trophies will not be awarded where these criteria have not been met.

- 13. Registration fees are non-refundable. Should a participant choose to withdraw from the festival, or is unable to perform for any reason, registration fees shall be forfeited.
- 14. Should the MJMFA cancel a class (i.e.due to lack of registration), registration fees shall be refunded.
- 15. By accepting these terms and conditions, you acknowledge that you have read the rules, that all conditions governing this entry have been or will be complied with, and that the registered participant did not perform any of the registered selection(s) in any District Saskatchewan Music Festival the previous year (exception: Piano Class 20200, Violin Class 30090, and National Anthem Classes.)

Infections Disease TERMS & CONDITIONS

Viral and infectious diseases including but not limited to COVID-19, SARS, MERS and Influenza (the "Diseases") are highly contagious and are believed to spread mainly from person-to-person contact. Public Health Guidelines have indicated that risk of transmission increases through singing or the use of musical instruments and equipment.

Notwithstanding attempts to put in place preventative measures to reduce the spread of Diseases, Saskatchewan Music Festival Association (SMFA) cannot guarantee that you and/or your child(ren) will not become exposed to any Diseases as a result of participating in music festivals.

By signing this agreement, I acknowledge:

- 1. The highly contagious nature of Diseases and the Public Health Agency of Canada (PHAC) and the Provincial and Territorial authorities recommend maintaining distance between participants to reduce the spread.
- 2. SMFA cannot guarantee that I and/or my child(ren) will not become infected with a Disease, and by voluntarily attending music festivals, I acknowledge that myself and/or my child(ren) are increasing our risk of exposure to a Disease.
- 3. I, and/or my child(ren) voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my child(ren), and hereby release, waive, discharge SMFA for any and all liabilities, claims, demands, actions and causes of action whatsoever, directly related to any loss, damage, injury or death that may be sustained by myself or my child(ren) related to any Diseases while participating in music festivals, including all activity necessarily incidental to attending music festivals that may lead to unintentional exposure or harm.
- 4. I, and/or my child(ren) understand and agree that this release includes any claims based on the actions, omissions or negligence of SMFA whether contraction of a Disease occurs before, during or after participation in any music festivals.
- 5. The execution of this Waiver and Release is a condition precedent to myself and/or child(ren) participating in the music festivals.
- 6. And, for and in consideration of being able to participate in the music festivals, I, and/or on behalf of my child(ren), irrevocably and unconditionally agree to fully indemnify the Released Parties from and against any loss, liability, damages, costs and expenses suffered by the Released Parties as a result of a claim made or proceedings commenced by myself or my child(ren) or by my heirs, representatives, assigns, against any other person, corporation or other entity (including the Crown) who claims, or whose representatives, successors claim contribution or indemnity from SMFA, or which otherwise results in SMFA suffering or incurring any loss, liability, damages, costs or expenses in relation to any Diseases.

7. I, and/or on behalf of my child(ren), understand that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By accepting these terms, I and/or my child(ren) acknowledge that we have carefully read this agreement and understand its contents; That we have been sufficiently informed of the risks involved and give our voluntary consent in signing it as my own free act and deed, free from any inducement, with the full intention to be bound.