



2008 BLUE DEVILS COLOR GUARD MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT (the "Agreement") is made between the Blue Devils organization, 4065 Nelson Ave, Concord, California 94520 ("The Blue Devils"), and _____ ("I").

In consideration of the opportunity to become a performing member of The Blue Devils, I acknowledge and agree that:

1. I have no outstanding financial obligations with any other drum and bugle corps or winter color guards and I agree that any and all financial obligations to The Blue Devils, either for the winter or summer programs, must be paid in full before I may participate in the winter or summer programs of any other organization.

2. I will pay The Blue Devils a non-refundable Deposit of Two Hundred Fifty Dollars (\$250.00) by January 20th to confirm my spot as a performing member of The Blue Devils.

3. I will pay the 2008 tour fee (the "Tour Fee") of One Thousand Seven Hundred Fifty Dollars (\$1750.00). As detailed below in Section 4, I agree that the Tour Fee will be paid in three installments and that late fees apply to any installments paid after the due date(s). I agree to make every reasonable effort, either by private means or by participation in various fund raising programs, to meet this financial commitment.

4. 2008 TOUR FEE.

Installment #1

Due Date: May 4, 2008
Amount: \$600
Late Fee (if paid after Due Date): \$100

Installment #2

Due Date: May 18, 2008
Amount: \$600
Late Fee (if paid after Due Date): \$100

Installment #3

Due Date: May 26, 2008
Amount: \$550
Late Fee (if paid after Due Date): \$100

5. **AFTER JUNE 1, 2008, THE TOUR FEE IS NON-REFUNDABLE. PRIOR TO JUNE 1, 2008, AN AMOUNT EQUAL TO ONE HUNDRED AND FIFTY DOLLARS (\$150) PER REHEARSAL WEEKEND THAT HAS BEEN HELD IS NON-REFUNDABLE FROM THE TOUR FEE.**

6. I am financially responsible for the repair or the replacement of my uniform and equipment resulting from my careless or negligent use of these and any other Blue Devils property while in my trust.

7. Drugs and alcohol are not permitted at Blue Devils' rehearsals, camps, functions and tours. I agree to fully abide by this policy.
8. If I participate in The Blue Devils in 2008 and decide on or after March 1, 2008 to march in another drum and bugle corps, I must get The Blue Devils Corps Director's permission to join the other corps for the 2008 season.
9. I will sign and return all forms and provide a valid birth certificate that verifies that my age to be no older than twenty-one (21) years of age up to June 1, 2008.
10. I hereby grant The Blue Devils the perpetual, fully-paid, exclusive and worldwide right to make video and/or audio recordings ("Recordings") of my performances or rehearsals with The Blue Devils ("Performances") and to use my name, voice, likeness, image and biographical information in connection with the production and commercial exploitation of such Recordings, and to permitted assignees grant others the right to make and commercially exploit such Recordings. I acknowledge and agree that the rights granted hereunder shall include the perpetual, fully-paid, worldwide right to edit, televise, broadcast, record, publish, copy, use, license, print, sell, distribute or otherwise exploit the Recordings in any manner and in any medium, format, form or forum, whether now known or hereafter devised, without any further compensation.
11. I understand and agree that the copyright to the Recordings shall be solely owned by The Blue Devils. To the extent applicable, this agreement shall be considered a "Work-for-Hire" agreement as to the Performances. I grant The Blue Devils all right, title and interest in and to the Performances, and all results, product and proceeds thereof, with no reservation of any rights. I relinquish any claim of ownership or rights in and to my Performances, including but not limited to all "moral rights." To the extent necessary to fully transfer all of these rights to The Blue Devils, alternatively, I hereby assign The Blue Devils all right, title and interest in and to the Performances, and to the extent that such assignment is not effective, I grant The Blue Devils a fully paid-up, perpetual, world-wide exclusive license to use and exploit my Performance in any manner and in any medium, format, form or forum, whether now known or hereafter devised, without any further compensation.
12. The rights granted herein in Section 10 and 11 are freely and fully assignable by The Blue Devils to any other entity or organization, including but not limited to Drum Corps International, Inc.
13. I am aware that failure to meet any of the obligations or commitments described above, or in The Blue Devils Member Policies Agreement in the Blue Devils handbook, constitutes good cause for expulsion from The Blue Devils.
14. I have read and fully understand the contents of this Agreement and/or have had the contents fully explained to my satisfaction.

DATE

PRINT NAME