

# 2022 Fusion Core Commitment/Financial Responsibility Agreement

Name: \_\_\_\_\_ Date of Birth: \_\_\_ / \_\_\_ / \_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Parents Cell Phone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (Name) \_\_\_\_\_

Parents Cell Phone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (Name) \_\_\_\_\_

Member Cell Phone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

*The Fusion Administration and educators are looking forward to providing you with a drum corps experience continuing in our tradition of excellence. Be prepared to work hard, work smart, and most importantly – getting better while enjoying the experience with co-members who share the same goals and commitment to success both on and off the field. As a member or prospective member of Fusion Core I do hereby acknowledge the following important information as respects my drum corps experience.*

*We are very excited to welcome you to the Fusion Core Organization.*

*We look forward to creating magic this season!!*

- It is understood that being a member of the 2022 Fusion Core Production is a privilege, not a right. Support of the Core in fundraisers and other functions is mandatory if you are to remain a member. Membership may be revoked at any time due to the discretion of the Administration and/or Instructional Staff.
- **Handbook and Policy Procedures** is available on line which provides guidelines and important information for member, parents, volunteers & staff.
- **Membership fee** for the 2021 year is **\$1200.00**. Payable in full no later than August 13<sup>th</sup> 2022; which will be paid \$150.00 per month starting in December for brass and percussion and \$300.00 per month starting in May for Guard. **MEMBERSHIP FEE INCLUDES UNIFORM & EQUIPMENT RENTAL, FOOD/MEAL PLANS WHEN PROVIDED AND INSTRUCTION. Refer to page 1 of Policy & Procedures/guidelines for further details.** I understand failure to make tuition installment payments will suspend my participation until I become current. **Note: Members who join late will be responsible for additional payments through the months they are participating to get them current with their tuition so they can meet the payoff deadline.**
- Participation in Core 2022 Fundraising initiatives is mandatory requiring minimum sales of \$200 each member. This amount may be reduced at the Director and/or Assistant Directors discretion if multiple members live in the same household. If you choose to not participate, you will be responsible for this amount in addition to membership fee.
- **Additional costs in addition to membership fee** are as follows; these estimated costs should be added to membership fee to determine each persons total expenses for participating in the sport of drum corps.

Description	Section(s) Applicable	Estimated Cost/Expense	Tentative Due Date
Corps Jacket (Optional)	Brass   Percussion   Guard	\$80	May
Black Shorts**	Brass   Percussion   Guard	\$20-\$25	May
Undergarments for Uniform	Brass   Percussion   Guard	\$20 - \$50	June
Uniform Tailoring (Hemming etc.)	Brass   Percussion   Guard	\$10 - \$25	June 11
Marching/Dance Shoes**	Brass   Percussion   Guard	\$35	March/June
Black Socks**	Brass   Percussion	\$4	March
Gloves**	Brass   Percussion   Guard	\$5-\$20	March
Championship Bus Fee	Brass   Percussion   Guard	\$100	August 13

\*\* (May purchase on own)

- **Participation and attendance at all Rehearsals | Parades | Exhibitions and Competitions is part of the commitment to participate in the activity of drum corps.**
- **Equipment Distribution – BRASS**  
Equipment shall be distributed for the term of membership to members/prospective members as follows;  
Payment of \$150.00 towards your tuition and completion of equipment rental agreement
- **Equipment/Uniform Rental Agreement** is required to be submitted at time of equipment distribution.
- **Medical Consent Form** and COVID-19 assessment each week is required by all involved with Core; **information is strictly confidential.**
- Permission is hereby granted for the use of photographs or video of member while participating in the activity whether on the corps website, data management site, Band, Facebook, DCA Websites, Instagram, Snap Chat, promotional material or websites, or other related or similar drum corps public forum(s) or publication(s). (*Written request for non-permission will be accepted by the Administrative Assistant on behalf of any member.*)
- In order to perform to our fullest potential and pursue excellence it is expected that all members practice at home during week prior to attending scheduled rehearsals.

**AGREEMENT:** I have read and understand the information provided in the 2022 Handbook and Policy/Procedures/Guidelines and understand the responsibilities required to be a member (including payment of dues, attendance at rehearsals and ALL performances, shows, exhibitions and parades and expenses associated with participation). Furthermore, I have read above summary of responsibilities and understand the importance of completing the necessary Medical Consent Form and Equipment Uniform Rental Agreement. I understand the Liability Statement with regards to any property of the Corps that I (or my child) will be issued for purpose of performing.

The signature of the member or that of the parent/legal guardian conveys the agreement of such party(ies) that Core Music and the Arts &/or Fusion Core, its members, volunteers, executive committee(s), administration, board of directors, agents, instructional staff, Drum Corps Associates Organization and all other employees or affiliates of the "Organization" and anyone else Fusion Core is required to include as an additional insured, shall be held harmless and indemnified in the event that the member is a victim of any accidental injury while at a rehearsal, performance, or otherwise traveling with the corps or its members &/or staff to a corps function, regardless of whether such injury is, in whole or in part, a result of the use of property, equipment, mobile equipment and owned or non-owned automobile of the Fusion Core Organization any those referenced above.

**Signature of Member:** \_\_\_\_\_ **Date:** \_\_\_\_\_

***If you are under 18 years of age, you must also have a parent or guardian complete the following information:***

I, \_\_\_\_\_ (print parent or guardian's name) , hereby give my child, \_\_\_\_\_ permission to participate as a member of Fusion Core as outlined in the member handbook on line and indicated above as it relates to participation with the Fusion Core Organization for the 2022 season.

**Signature of Parent(s)/Guardian(s)** \_\_\_\_\_ **Date:** \_\_\_\_\_

## FUSION CORE PARTICIPATION CONTRACT

The purpose of this contract is for us to agree on guidelines in place as respects participation in Fusion Core.

### Parents and members must sign and return the attached signature sheet

1. All policies will be in effect all times during Fusion rehearsals, competitions, parades, events or anytime the corps members are gathered together.
2. In the interest of maintaining the good name and integrity of Fusion Core, it is expected that all members &/or prospective members of the organization conduct themselves in a creditable manner at all times.
3. The Administration reserves the right to deny the participation of any member based upon a record of inappropriate behavior, non-payment of membership fees and/or poor attendance pattern.
4. Members are required to wear proper attire (i.e. sneakers, athletic clothing). Specific guidelines will be provided.
5. In the case of an accident, the parent/guardian will be notified as quickly as possible. Should it be necessary that a member require hospitalization, which would require a member to be sent home, it would be the responsibility of the parent/guardian to go to the hospital and/or make arrangements for transportation home. Financial responsibility for any transportation (member and chaperone) required, will rest with the parent/guardian of the member involved.
6. Any member taking medication, of any kind, must report this on their medical form and be signed by a parent or guardian which provides permission for the organizations representative to supervise the taking of any medications including "over the counter" for minor aches, pains and headaches; any changes must be put in writing. If necessary, the role of staff member or Director will be limited only to supervising the taking of any medication by the member - not the administering of the medication
7. Illegal Drugs, inhalants or any over the counter medications which may induce mood altering systems of any kind will not be tolerated. Possession, purchase or use of drugs, other than those previously reported for medical purposes on the medical release form, will result in severe disciplinary action as well as immediate termination. This pertains to all members.
8. For members under 21, possession, purchase and/or drinking of alcoholic beverages of any kind, will not be tolerated and will be cause for immediate termination. Members over 21, are not permitted to drink at any time before or during rehearsals and before performances. This will be cause for immediate termination.
9. Any member in violation of a serious Fusion Policy, such as a drug or alcohol incident, may face the following consequences:
  - Member's parents will be notified IMMEDIATELY of the incident and, if necessary, travel arrangements will be made to send member home.
  - If necessary, police will be notified of the incident
10. The use of cell phones during rehearsal is discouraged unless there are mitigating circumstances which have been discussed with caption head.
11. It is expected that all members **participate in fund raising campaigns totaling sales of \$200** to raise funds for equipment and supplies for the organization and members as a whole.
12. The treatment of all with respect and dignity are important to any organization. Harassment of any kind and any other form of discrimination is prohibited. The Fusion Core Organization has a zero-tolerance policy for harassment or discrimination on the basis of sex or gender of any member, volunteer or instructional staff or other 3rd party associated with or affiliated with the organization.
13. Aggressive or hostile behavior (direct or indirect) that creates a reasonable fear of injury to another person or subjects another individual to emotion distress is prohibited. Damage or theft to another person's property is prohibited.

“Horseplay” or other conduct that may be dangerous to others is prohibited. Insubordination of any like or kind will not be tolerated towards staff, administration or board of directors.

14. I understand the financial commitment involved in being a member of a competitive drum corps and understand the costs involved as respects membership fee, additional expenses as outlined in handbook including but not limited to transportation for championship weekend and lodging for championship weekend.

**TRAVEL GUIDELINES**

15. Prior to all trips, members will be given specific details regarding departure and arrival time, what to bring, location, etc. Members are required to RSVP when required and must be on time or they will be responsible for getting themselves to and from each event.

16. All luggage and hotel rooms when applicable may be subject to a check by administration, support or staff members.

17. Before leaving busses, members must check to make sure no litter is left on the bus. ALL members MUST keep their area clean. Clean up crews are only responsible for making sure that this has been done.

18. Fusion Core will not be held responsible for any loss or damage to personal property.

***The above referenced guidelines may be in addition to those included within the Fusion Handbook.***

I \_\_\_\_\_ 2022 member of Fusion Core have read the above referenced guidelines and do hereby agree to abide by all guidelines herewith and/or referenced in the handbook provided on line.

Date: \_\_\_\_\_

I \_\_\_\_\_ parent &/or guardian of 2022 member of Fusion have read the above referenced guidelines and do hereby agree to abide by all guidelines herewith and/or referenced in the handbook and Policy/Procedures/Guidelines provided on line.

Date: \_\_\_\_\_

# Fusion Core

## Medical Release Information & Consent Form

Name: \_\_\_\_\_ Date of Birth:    /    /                      Age: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone Number:        -        -                      Cell Phone Number:        -        -

IN THE CASE OF EMERGENCY PLEASE CONTACT		
Name (s)	Cell Number or primary contact #	Relationship
	-    -	
	-    -	
	-    -	

1) Are there any medical or other conditions that may affect emergency care? (Explain)

2) Are you currently under the care of a physician?  
If Yes, for what reason?

3) Are you taking any medications\*\*:  
If Yes, What Kind (If necessary, provide separate page):

**\*\* HAVE all emergency medications with you at all times (nitro tabs, bee sting kit, inhaler, etc.)**

4) I am aware that the very nature of athletic participation carries with it an inherent risk of injury. I understand that the dangers and risks of participating in activities, whether in competition, parades, exhibitions or similar or while preparing to compete, include, but are not limited to, death, serious neck and spinal injuries which may result in complete or partial paralysis, brain damage, serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the muscular skeletal system, and serious injury or impairment to other aspects of the body and general health and well-being. I voluntarily accept these risks and assume that such injury(s) may occur to myself, son/daughter.

Do you or your doctor deem your medical condition a barrier to participating in the sport of drum corps?

\*If Yes, please obtain a **written** release from your doctor.

Health Insurance Company \_\_\_\_\_ Member# \_\_\_\_\_

Name of Insured: \_\_\_\_\_ Relation to Member: \_\_\_\_\_

**ATTACH COPY OF MEDICAL INSURANCE CARD (Front & Back)**

**CONSENT FOR TREATMENT:**

If an emergency arises, it may be difficult to reach either parents or other family members in order to give permission for treatment. **HOSPITALS WILL NOT TREAT A PATIENT WITHOUT CONSENT.** Therefore, please fill in the following information:

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As consideration for being permitted by Fusion Core to participate in these activities, I hereby release and hold harmless Core Music and the Arts/Fusion Core, its staff, volunteers, designated coaches, and program officials from all liability, and from all actions or claims that I or my child or myself now or hereafter have for damage or injury to me or my child, or to any person or property, resulting from the negligence or other acts of any employees or volunteers in connection with me or my child's participation. I further agree that this waiver, release and assumption of risks is to be binding on the heirs and assigns of the undersigned. I further agree to indemnify and to hold The Core Music and the Arts /Fusion Core (its officers, employees, agents and volunteers) free and harmless from any loss, liability, damage, cost or expense which they may incur as a result of any injury and/or property damage that I or my child may cause or sustain while participating in this activity.

In case of a medical emergency, I hereby give permission to The Core Music and the Arts Inc./Fusion Core Staff, Trainers and Volunteers to order treatment for me or my child, including any necessary medical treatment and x-rays. I also hereby give permission to The Core Music and the Arts Inc./Fusion Core Staff and Volunteers to disclose the information contained on this form to medical personnel. I understand that an attempt will be made to reach me by phone when a diagnosis is completed. I agree to pay all medical, hospital, or other expenses which my child or I may incur as a result of such treatment. The Core Music and the Arts Inc./Fusion Core also does not provide any medical or other insurance protection or benefits.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND THE CORE MUSIC AND THE ARTS INC./FUSION CORE AND SIGN IT OF MY OWN FREE WILL.

I, \_\_\_\_\_, authorize Fusion Core or an agent of the Fusion Core to seek emergency medical treatment on my behalf, and give permission to any qualified health professional or hospital to give emergency treatment (including injections, anesthesia, or surgery, as needed) if I am unable to give consent at the time of emergency. I understand that the payment for any and all medical expenses undertaken on my behalf are not the responsibility of the Fusion Core Organization, but remain my responsibility and/or that of my insurer as referenced above.

**Member's Signature:**

**Date:**

***\*\* If a Member is under the age of 18, a guardian must sign below \*\****

I, \_\_\_\_\_ (parent or guardian) authorize the Fusion Core to seek emergency medical treatment on behalf of my son/daughter \_\_\_\_\_ (member name), and give permission to any qualified health professional or hospital to give emergency treatment (including injections, anesthesia, or surgery, as needed) to said son/ daughter, if I am unable to be reached in time of emergency. I understand that the payment for any and all medical expenses undertaken on my behalf are not the responsibility of the Fusion Core Organization, but remain my responsibility and/or that of my insurer as referenced above.

**Parent or Legal Guardian Signature:**

**Date:**

If under the age of 18, my parent or legal guardian authorizes the disbursement of over the counter medications; ie; Tylenol, Aspirin, Advil, Ibuprofen, other for my son's/daughter's use for minor aches/pains, to be used within the judgment of Fusion Core staff/personnel. My permission is granted with my signature.

# 2022 EQUIPMENT / UNIFORM RENTAL AGREEMENT

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY.

I, *(insert name)*, hereby agree to return any piece of equipment and uniform and all parts, in the same condition, less normal wear and tear, under which it is issued. I further agree to return all equipment and uniform either upon request of a member of the Administration or the instructional staff, or at the completion of the 2022 season. **I understand that if I fail to produce any property belonging to the Fusion Core Organization or if I recklessly damage any equipment (beyond normal wear and tear), I will be charged for the full replacement value or repair cost, of the item(s) along with any collection or attorney fees incurred in the process.**

Please note, normal upkeep of any equipment owned by the corps while in the member's possession, will be the responsibility of the member, and the member will be held financially responsible for loss, theft, and damage as a result of misuse, carelessness, or neglect on the part of the member.

**Uniforms shall be kept clean and wrinkle free, and will be kept in a good quality garment bag for travel.** Hats purchased by members shall be kept boxed and away from excessive heat (i.e., car window, in direct sun, etc.) Gloves and accessories must be kept clean and in good condition. Shoes should be polished and dirt free.

Any piece of equipment owned by the corps may be needed at any given rehearsal. If for any reason, the member is not able to attend a given rehearsal, the equipment issued to him/her may be requested to be returned so it may be used. It is also understood that individual section Caption Heads may require members to obtain other equipment not herein mentioned (such as bags for color guard equipment, mouthpieces, gloves, etc.) that shall be the sole responsibility of the corps member.

## DESCRIPTION EQUIPMENT/UNIFORM: (Check all that apply)

Bib Pants: Jacket: Horn: Type: Flag: Rifle: Saber: Other:

Equipment Serial No. or Description:

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I have read, understand, and agree to the terms of the above Equipment/Uniform Rental Agreement:

**Member's Signature:**

**Date:**

\* If you are under 18, you must have the signature of a parent or guardian before equipment will be issued to you.

I, *(parent or guardian)*, understand that I am **financially responsible** for any damages or losses of any and all equipment, instruments, and uniform items belonging to the Fusion Core to be used by my child (print name) during the 2022 season.

**Parent or Legal Guardian Signature:**

**Date:**

## DCA CORPS MEMBER AUDIO-VISUAL RELEASE

THIS AGREEMENT (the "Agreement") is made by and between the drum corps participant listed on the signature page hereto ("Member") and the *Fusion Core* (the "Corps").

The parties hereto agree as follows:

1. In consideration of Member being allowed to perform with the Corps throughout the 2022 drum corps season, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Member hereby grants the Corps the exclusive, fully paid, worldwide and irrevocable right to make still photos, video, audio and audio-visual recordings of Member's performances and rehearsals with the Corps throughout the 2022 drum corps season (collectively, the "Recordings"). Member further grants the Corps the exclusive, fully-paid and worldwide right to right to exhibit, display, advertise, televise, broadcast, record, publish, distribute, copy, promote, license, print, sell and otherwise exploit the Recordings in any and all media whatsoever, whether now known or later devised, without limitation throughout the Universe and in perpetuity. Member understands and agrees that Member shall not be paid any other royalties, compensation or consideration, in connection with any exploitation, including uses not yet contemplated, of the Recordings other than as listed in this Agreement.

2. Member understands and agrees that Member's performances described above shall be rendered as a "work for hire" as that term is understood under the 1976 U.S. Copyright Act, and that the Corps is the owner of all right, title and interest in and to the results and proceeds of Member's performances, in perpetuity, including but not limited to the copyright in the Recordings and all "moral rights." Notwithstanding the foregoing, if Member's performances are held not to be a "work for hire," Member's performances and any and all related rights shall be deemed transferred and assigned to the Corps by this Agreement, including, without limitation, all rights of copyright and copyright renewal. Member hereby consents to the Corps' use of Member's name, likeness, voice and biographical information in connection with the exploitation of the Recordings and in connection with any and all promotion and advertising for the Recordings and the Corps and its licensees and/or any ancillary products related thereto, without limitation throughout the Universe and in perpetuity. Notwithstanding the foregoing, the Corps shall be under no obligation to use Member's performances, name, voice, image, likeness or biographical information.

3. This Agreement is the entire agreement between the Corps and Member relating to this subject matter and it supersedes all prior or contemporaneous agreements. This Agreement may only be changed by the written mutual agreement of the parties hereto.

4. Member hereby represents and warrants that (i) Member has all the right, power and authority to execute and deliver this agreement, to perform all of its obligations and to grant all rights hereunder; (ii) none of the rights granted Corps herein have been granted, encumbered or otherwise disposed of in any manner to any person, firm or other entity by Member; (iii) Member has not done and will not do any act or thing by license, grant or otherwise, that will or may impair or encumber any of the rights herein granted or interfere with the full enjoyment of such rights; (iv) the Corps' exercise of any right granted herein will not violate or infringe any proprietary right whatsoever, including but not limited to right of privacy or publicity, copyright, trademark or moral rights. Member agrees to indemnify and hold harmless the Corps from and against any and all losses, claims, damages, liabilities, obligations, judgments, awards, costs, expenses, including reasonable attorneys' fees and costs, arising out of any action, suit or proceeding caused by, relating to, based upon, arising out of or in connection with (i) Member's breach of the and representation, warranty or agreement Member has made in this Agreement; and (ii) the Corps use of Member's visual, audio, or audio-visual images and sounds pursuant to this Agreement.



5. Should any provision of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired thereby. Any waiver by either party of any term or condition of this Agreement shall not be construed as a general waiver. Nothing herein contained shall be construed to create a joint venture or partnership between the parties hereto.

6. Neither party shall be liable to the other under this Agreement for any delay or lack of performance resulting from a Force Majeure event. As used herein, a "Force Majeure event" means any act of God, war, fire, typhoon, flood, earthquake, natural disasters, governmental action, labor disruptions, materials shortages, or any other event beyond the reasonable control of the prevented party.

7. The Corps may freely assign this Agreement or any of its rights hereunder, in whole or in part, to any person, firm or corporation. This Agreement shall inure to the benefit of the Corps' successors, licensees, and assigns. The Member shall not assign, sell, mortgage, or pledge any or all rights under this Agreement, in whole or in part, without obtaining the written consent of the Corps, and any purported assignment shall be null and void. Member agrees to execute any and all documents and do all things reasonably necessary to give effect to this Agreement. In the event that Member does not, for any reason, execute such documents within a reasonable time of the Corps' request, Member hereby irrevocably appoints the Corps as Member's attorney-in-fact for the purpose of executing such documents on Member's behalf, which appointment is coupled with an interest. All disputes arising from or in connection with this Agreement, or the enforcement or construction hereof, shall be governed by and resolved in accordance with the laws of New Jersey as such laws are applied to a transaction between residents of that state.

UNDERSTOOD AND AGREED:

MEMBER SIGNATURE:

MEMBER NAME PRINTED:

DATE: