

PERFORMING ARTS MANAGEMENT

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BYU Performing Arts Management ("**PAM**") manages off-campus performances and performing tours (collectively "**PAM Tours**") of BYU student performing ensembles ("**Ensembles**"). To qualify for participation in PAM Tours, each student participant must read, understand, agree to, and sign this Student Participant Agreement (this "**Agreement**") each academic year.

STUDENT PARTICIPANT AGREEMENT

I, the undersigned student participant, understand, certify, and agree to each of the following (initial each item):

- 1. I am and will be a full-time BYU student in good academic standing (not on academic warning or probation) during my Ensemble's performance and tour season corresponding to this academic year (the "**Performance Season**").
- 2. I will abide by the BYU Honor Code and the Dress and Grooming Standards during the entire Performance Season.
- 3. I will remain with my Ensemble for the duration of each PAM Tour and will comply with all direction and requirements communicated to me by PAM or PAM Tour leaders. I will notify PAM of any desired deviations from my Ensemble's travel plans by completing the Tour Travel Deviation Application no later than **January 15**. I understand and agree that all pre- and post-tour travel must be approved by the International VP, that submitting the application does not guarantee approval, and that I will be responsible for any resulting costs incurred by myself or the group.

In the case of a personal emergency, I must obtain the written approval of the company director to leave a tour.

- 4. If I experience any serious health problem during a PAM Tour, and if BYU becomes aware of the serious health problem, BYU may contact the person whose name I have provided under "Emergency Contact Information" below and provide information about the serious health problem to that person. I also hereby give permission to BYU to provide immediate emergency health care as needed.
- 5. I accept full responsibility for any and all health care expenses related to or arising from participation in PAM Tours. I will maintain at all times during the Performance Season, including while on tour, adequate primary medical insurance as required for all students attending BYU. BYU may, but is not required to, provide limited accident medical expense and accidental death and dismemberment insurance coverage to me for covered accidents that occur while I am traveling at the direction and on behalf of BYU.
- 6. I will review all materials given to me by BYU for PAM Tours, including the U.S. Centers for Disease Control (CDC for more information see <u>wwwnc.cdc.gov/travel</u>) guidelines regarding immunization for foreign travel in the countries to be visited during tour. For all immunizations, I will do one of the following:
 - a. I will secure all CDC-recommended and/or required immunizations for my itinerary, -OR-
 - b. I will not do so for personal reasons, for which I accept full responsibility. I do so voluntarily and at my own risk, with the clear understanding that my decision not to follow the CDC recommendations may have serious health consequences.

- 7. I understand the inherent risks associated with participating in PAM Tours, including risk of performance-related injuries and risk of injury or death associated with air and ground transportation. BYU and I may not know at this time all the potential risks that may arise. I am participating in PAM Tours voluntarily, and I desire to do so despite the possible risks.
- 8. I understand that dietary preferences or needs may not be available in certain performance and tour locations, especially international locations. I understand that special dietary requests must be submitted to Performing Arts Management at least 4 weeks before a performance or tour and must be accompanied by a doctor's note. Performing Arts Management will make reasonable efforts to accommodate dietary restrictions where possible; however, participants must ultimately be responsible for their dietary needs.
- 9. I certify that I am physically and mentally able to participate in performance and touring opportunities, and I understand that certain medical or physical conditions may require me to obtain a doctor's release to participate.
- 10. I understand that BYU does not provide personal baggage/personal effects insurance.
- 11. I understand that personal property, **including musical instruments** owned by a tour participant, are not insured by BYU or the Church. Personal insurance coverage should be obtained as desired by the individual owner.
- 12. BYU may photograph and record me in relation to my participation in PAM Tours, including publicity photographs and recordings prior to the tour. I consent and grant to BYU and its affiliates and licensees a perpetual license to use my rights of personal identity and publicity captured by these photographs and recordings in all media and in perpetuity. I release BYU and its affiliates and licensees from any claim I may have against them for their use of these photographs and recordings in all media including any and all rights to exhibit or distribute recordings or edits thereof in whole or in part without restriction or limitation.
- 13. For PAM International Tours:
 - a. I will be present for and participate in the required cultural preparation class for any PAM International Tour scheduled for my Ensemble.
 - b. I do not have and will not have any unresolved legal issues that would prevent me from leaving the United States for a PAM International Tour.
 - c. My student account will be charged for coverage under a BYU-provided international health insurance health plan (such as GeoBlue) while I am out of the United States for a PAM International Tour.
 - d. I understand, agree to, and will comply with the PAM International Tour Health Policy attached hereto.
- 14. I will submit touring documents and forms to PAM according to deadlines established and understand late fees will be charged for failure to meet deadlines.
- 15. For International Students Only: I agree to acquire the necessary documentation to leave and reenter the U.S. I understand I should contact BYU International Services (1351 WSC) four months prior to tour departure to complete the necessary documents. I confirm my student visa is current through the end of any PAM Tour I attend.
- 16. I give BYU permission to use the information I will complete in the *Student Information* form in the Student Portal for publicity purposes.
- 17. I have completed the *Health Evaluation* as part of this agreement and declare that all such statements and answers are correctly recorded and true as given. I give PAM permission to share the information I provide on the *Health Evaluation*, as well as any other health information I provide to PAM, with BYU personnel (including, but not limited to, a BYU physician and the relevant BYU tour manager) as needed to facilitate my participation in the tour.

By my signature below, I certify that I am the below-named student participant. I further certify that I have carefully read this Agreement, understand its content, and agree to all the terms set forth therein.

If the below-named student is under the age of 18, I will contact the PAM office to arrange permission with my parent or legal guardian.

Student Name:

Participant's Signature: Date:

PAM INTERNATIONAL TOUR HEALTH POLICY

You must be in good health to participate in a PAM tour outside of the United States (PAM International Tour). PAM International Tours can be physically, mentally, and emotionally demanding because of significant travel, tight scheduling, unfamiliar accommodations and performance space, and the change in environment, diet, sleep, routine, and relationships. If you experience any health conditions or physical, mental, or emotional disabilities, you should consult with your health care provider before choosing to pursue participation in a PAM International Tour to verify that you are adequately prepared and able to participate. Please keep in mind that some countries do not have the same accessibility laws and treatment options that are available in the United States, and some countries limit the prescription drugs you can carry into their boundaries. If a needed treatment or accommodation is not available to you while on a PAM International Tour, or if your health condition or disability would make participation unsafe or impracticable for you and others, it may not be possible for you to participate.

If you have a serious health condition or a physical, mental, or emotional disability and still choose to attend a PAM International Tour, you must notify PAM of your condition or disability as soon as possible so that PAM will be able to timely determine whether a PAM International Tour is safe and appropriate for you. Consequently, you may be required to provide additional information about your health condition or disability. PAM staff will make a determination of your readiness and ability to participate based on this information, the specific demands and circumstances of the PAM International Tour, and any other relevant factors. PAM also reserves the right to revoke the opportunity for a student to participate at any point should there be any changes to a student's readiness and ability to participate.