



Participation Agreement – Legal Document

DubC 48-Hour Film Race 2017 Student Video Competition

This is a legal agreement between, _____ (the Team Leader) and representative of the film team known as

_____ (Team Name), (hereafter known as "Project Participant"), and the West Chester University and West Chester Film Festival "48-Hour Film Race" Video Competition, (hereafter known as the "Contest") (together the "Parties"), with respect to Project Participant's involvement in the Contest and creation of a short film or video (the "Film") pursuant to the terms below. This Agreement describes and defines important rights.

Read all terms carefully.

(A) The Project Participant hereby agrees to take part in the Contest, being produced by the West Chester University and West Chester Film Festival. Project Participant hereby states and agrees that:

- (1) he or she is the Leader of the aforementioned team, and is of the age of majority, and has legal authority to make decisions for and on behalf of all others that are part of that team;
- (2) he or she has read, and agrees to abide by, the "Official Contest Rules," the terms of which are attached hereto and incorporated herein;
- (3) as Team Leader, he or she is responsible for all crew, cast, equipment, sets, locations, and other items necessary for participating in the Contest, and all costs, expenses, damages and claims related thereto. It is understood that Contest officials reserve the right to screen or exhibit only those films/videos which adhere to the "Official Contest Rules";
- (4) he or she shall secure all rights to images, sounds and music used in his or her project, and will secure all individual appearance and location releases;
- (5) he or she shall secure a signed Participation Form from all cast and crew;
- (6) this Agreement transfers to the Contest significant legal rights to the Film created as part of the Contest;
- (7) he or she shall ensure rights to all filming locations. While it is permissible to film in outdoor locations on the campus of West Chester University, participants must obtain permission from the University administration before filming inside campus buildings. Also, participants must obtain permission before filming in or on the property of any private owner;
- (8) he or she shall indemnify and holds harmless the Contest and its participating entities and officials from any and all claims, costs, damages, expenses and liabilities arising from the creation, use or participation hereunder (including, but not limited to claims for negligence and other torts, unauthorized exhibition, discrimination, fraud, infringement and breach of contract) of Project Participant's Film.

(B) The Parties agree that the Contest will be a co-owner of Project Participant's completed Film, and that Contest has the right to screen, show, exhibit, broadcast or disseminate in any way possible, including but not limited to at the Film Race Screening and Awards Ceremony, theatrical release, broadcast television, cable television and/or use on the Internet; and the right to publicize the "DubC 48-Hour Film Race" Student Video Competition using the name or images of the "Film."

(C) The Parties agree that the Project Participant retains the right to submit and screen his or her Film to film and video festivals and contests. Any additional screenings, dissemination or broadcast on the part of the Project Participant are prohibited, except with the express written consent of the Contest.

For and on behalf of the aforementioned Team, I hereby agree to all the foregoing terms contained in this Agreement.

Agreed to:

PROJECT PARTICIPANT

Print Name: _____ Signature: _____ Date: _____

(for official office use only)

CONTEST REPRESENTATIVE

Print Name: _____ Signature: _____ Date: _____



Code of Conduct Acknowledgement

DubC 48-Hour Film Race 2018 Student Video Competition

Participants in the 2018 DubC 48-Hour Film Race Student Video Competition are expected to act in accordance to their affiliated university's Code of Conduct.

WCU students: the entire Code of Conduct can be found at:
[https://www.wcupa.edu/ services/stu.jud/documents/2017-2018CodeOfConduct.pdf](https://www.wcupa.edu/services/stu.jud/documents/2017-2018CodeOfConduct.pdf)

Cheyney students: the entire Code of Conduct can be found at:
http://www.cheyney.edu/student-life/documents/CU_Student%20Code%20of%20Conduct%20Revised_0911_17.pdf

Specifically, during the planning, filming, production, and screening of the DubC 48-Hour Film Race, participants are expected to act according to the standards defined by their University's Student Code of Conduct.

Students visiting the West Chester University campus are expected to abide by the rules and regulations of the University, including the WCU Student Code of Conduct. The Student Codes of Conduct describes those acts, which constitute unacceptable behavior for students and student organizations of the University, including, but not limited to infliction of harm, threat of harm, theft, vandalism, weapons, fire safety, alcohol and/or alcohol containers, drugs and/or drug paraphernalia, noncommercial literature distribution, non-sponsored presentations or demonstrations, hazing, computer use, solicitation, gambling, disruptive conduct, harassment, intimidation, academic integrity, dishonesty, trespassing, guide to residential living and/or student occupancy agreement, community responsibility, failure to comply, judicial board, or university appeals board, sanction violation, guest policy, sexual misconduct.

The Student Codes of Conduct reflects the University community's concern that students and student organizations maintain high standards. It guarantees due process and protects the individual freedom of the student as well as requiring his or her responsibility for conduct violations. This document shall be applicable to all students and student organizations at West Chester University.

If there are violations of the Code of Conduct, the University may take judicial action to enforce the provisions of the Code. In addition, the University may refer matters to criminal law enforcement agencies, and/or take other civil actions in order to enforce its standards of conduct by students or outside participants.

I have read, understood, and accept the terms of this agreement:

Print Name: _____

Signature: _____ Date: _____



Entry Form & Contest Rules

DubC 48-Hour Film Race 2018 Student Video Competition

West Chester University of PA, the West Chester Film Festival, and *West Chester Together* are sponsoring the Second Annual DubC 48-Hour Film Race – a student video competition open to all WCU and Cheyney University Undergraduate Students. The Video Competition will take place over a 48-hour period, beginning at the kick-off event on Friday, April 6, 2017 in Main Hall 200 on the WCU campus.

Students may Pre-Register online but this printed document will serve as the official entry form. Anyone who would like to participate in the Video Competition must complete and sign:

- Entry form (this document)
- Agreement for Student Code of Conduct - per team member
- Participation Agreement – per team member
- Individual Rights Release – per team member
- Location Release (as needed)
- Minor Release (as needed)
- Prop Rights Release (as needed)

Please complete the below preliminary Team Roster. We understand that your team from the time of registration to the time of completion may change. You will need to resubmit this form with your final entry to ensure that the DubC Film Race administrators have the most up-to-date information. (NOTE: "Role" indicates the team member's participation type such as: actor, producer, script writer, etc.... a member may have more than one role; student university affiliation should be listed as WCU or Cheyney and "year" should be the students planned year of graduation such as Fall 2020).

Team Name: _____

Team Leader Last Name	Team Leader First Name	Team Leader Student ID	Team Leader Email	Team Leader Cell Phone	Team Leader University & Sem/Year
Team Member(s) Last Name	Team Member(s) First Name	Team Member(s) Student ID	Team Member(s) Email	Team Member(s) ROLE	Team Member(s) University & Sem/Year

Team Member(s) Last Name	Team Member(s) First Name	Team Member(s) Student ID	Team Member(s) Email	Team Member(s) ROLE	Team Member(s) University & Sem/Year

****please submit additional forms if your team goes beyond the spaces provided here*

I have received, read, and understood the Official Contest Rules of the Video Competition. I understand, that in order to be eligible for consideration in this contest, I along with this entry form, myself and each member of my team must submit signed copies of 1) Agreement for Student Code of Conduct, 2) Participation Agreement, and 3) Individual Rights Release. Additional forms needed are determined by the nature and content of our film.

Print Name of Team Leader: _____ Student ID: _____

Signature of Team Leader: _____ Date: _____

Deliver this form with completely updated with information and any additional required forms needed by the end of your project along with your final DVD video submission no later than Tuesday, April 24, 2018 at 3pm, to Seth Birch in Swope Room 117. (Between 9am and 3pm – read signs as posted)

Official Contest Rules

The following rules apply to all participating groups/teams.

1. In the 48-hour period, all creativity will take place including but not limited to: Writing the Script / Rehearsing / Costume/set design / Shooting / Editing / Sound design. The only work that may begin prior to the 48-hour period is: organizing crew/cast, securing equipment/securing locations. All footage must be shot within the 48-hour period. No stock footage or footage shot

- at another time may be used. Animation and special effects may be used, but must be created during the 48-hour period.
2. Each participating group must have at least one representative attend the official kickoff event at the beginning of the 48 hour period. At the kickoff event, each group representative will select the genre of its film in a random drawing. In addition, each group will be assigned required elements that must appear in its film, such as a prop and or line of dialogue. To qualify as an official shootout student video contest film, each group's film must be in the genre it selects and must contain all required elements. No swapping of genre, prop or dialogue.
 3. The finished film must be a minimum of 3 minutes in duration, and a maximum of 5 minutes in duration.
 4. The file must be delivered by 7 PM on the Sunday following the kickoff to our online submission site (www.mediafire.com). Further submission instructions will be detailed at the kickoff. Any late files will not be considered for entry.
 5. Before the film begins, there should be a 20 second slate listing the following: Team name, title of film, prop, line, genre, and identify the technology used to record video (e.g.. "Filmed on iPad") followed by 3 seconds of filler (black screen).
 6. Each team must secure appearance releases that must be submitted to the contest administrators with the finished film/video. The film/video will not be reviewed or screened before the contest administrators receive the signed releases.
 7. Each team must ensure rights to all filming locations. While it is permissible to film in outdoor locations on the campus of West Chester University, participants must obtain permission from the University administration (WCU or Cheyney) before filming inside campus buildings. Also, participants must obtain permission before filming in or on the property of any private owner.
 8. Content of the film/video must be in compliance with the affiliated university Student Code of Conduct – teams with members from both universities are expected to uphold the codes of conduct from both institutions. The organizers reserve the right to not screen any film if (a) a Code of Conduct Acknowledgement Form is not received from each individual who participated in a film/video, or (b) the film/video contains any conduct that violates the Code of Conduct.
 9. The contest administrators reserve the right to not screen any film that depicts hardcore or graphic sex, gratuitous violence, or illicit drug use, or that the project organizers consider pornographic.
 10. Music: Participating groups are encouraged to work with local composers or other musicians to write and record music for the films. We realize this may be difficult to achieve. Therefore it is permissible for a participating group to use pre-recorded music. HOWEVER the participating group must have the rights to any music used in its film. These rights should be clearly articulated in the video credits.
 11. Credits at the end of each film are limited to a maximum of 60 seconds and must include the following credit: "This film was made as part of the West Chester University 48-Hour Film Race 2017 Student Video Competition."
 12. Each participating group must have a representative at the official screening and awards ceremony held on the WCU campus. All certified official 48-hour films are eligible to be screened and compete for the title of contest winner. A panel of independent judges will determine the winners. Plagiarism on any piece of work in the 48-hour time period will automatically disqualify the team.



Individual Rights Release

DubC 48-Hour Film Race 2018 Student Video Competition

This Agreement describes and defines important rights. Read all terms carefully.

I, _____, hereby grant West Chester University of Pennsylvania (“WCU”) and the West Chester Film Festival (the “Film Festival”) permission to record and use – without payment or any other compensation – my likeness, name, image, voice, interview and presentation in the Film being created by _____ [Team Leader Name] as part of the WCU 2017 48-Hour Film Race and West Chester Film Festival.

I agree that WCU and the Film Festival, their officials, assignees, and designees may use materials produced on site for whatever purposes they deem proper, and they may use them in all formats, including but not limited to the following:

1. **Video Screening.** WCU and the Film Festival may utilize these materials in the DubC Film Race Screening and Awards Ceremony.
2. **Print Media.** WCU and the Film Festival may use these materials in print materials.
3. **Lectures.** WCU and the Film Festival may utilize these materials for presentations about West Chester University which are open to students and/or the public.
4. **The Internet.** WCU and the Film Festival may utilize these materials on WCU’s website (www.wcupa.edu) and any other website it may choose or through electronic mailings.
5. **Television.** WCU and the Film Festival may utilize these materials in television segments or programs to be aired on local, public, cable, satellite, and/or digital TV.
6. **DVD.** WCU and the Film Festival may utilize these materials in a VHS or DVD to be distributed for free as a public service announcement or educational video.
7. **Successor Technologies.** WCU and the Film Festival may utilize these materials in subsequently developed technologies.

I recognize that any submissions containing these materials may be distributed or broadcast nationwide. I release WCU and the Film Festival, their officials, assignees, and designees from any and all claims and demands of whatever kind or nature arising out of or in connection with the use of these materials. I hereby hold harmless, release and forever discharge WCU and the Film Festival from all claims, demands, and causes of action, which I, or any other persons acting on my behalf, have by reason of this authorization and release of rights. I certify that I am at least 18 years of age, and I have all rights necessary to agree to these terms.

Required Information from Participant Individual:

Print Name: _____ Signature: _____ Date: _____

Street Address: _____ City, State, Zip: _____

Phone (cell/home): _____ University ID: _____



Location Release

DubC 48-Hour Film Race 2018 Student Video Competition

This Agreement describes and defines important rights. Read all terms carefully.

I, _____ [printed name of establishment representative], on behalf of _____ [Name of Establishment] hereby grant West Chester University of Pennsylvania ("WCU") and the West Chester Film Festival (the "Film Festival") permission to record and use – without payment or any other compensation – on site.

I agree that WCU and the Film Festival, their officials, assignees, and designees may use materials produced on site for whatever purposes they deem proper, and they may use them in all formats, including but not limited to the following:

1. **Video Screening.** WCU and the Film Festival may utilize these materials in the DubC Film Race Screening and Awards Ceremony.
2. **Print Media.** WCU and the Film Festival may use these materials in print materials.
3. **Lectures.** WCU and the Film Festival may utilize these materials for presentations about West Chester University which are open to students and/or the public.
4. **The Internet.** WCU and the Film Festival may utilize these materials on WCU's website (www.wcupa.edu) and any other website it may choose or through electronic mailings.
5. **Television.** WCU and the Film Festival may utilize these materials in television segments or programs to be aired on local, public, cable, satellite, and/or digital TV.
6. **DVD.** WCU and the Film Festival may utilize these materials in a VHS or DVD to be distributed for free as a public service announcement or educational video.
7. **Successor Technologies.** WCU and the Film Festival may utilize these materials in subsequently developed technologies.

I recognize that any submissions containing these materials may be distributed or broadcast nationwide. I release WCU and the Film Festival, their officials, assignees, and designees from any and all claims and demands of whatever kind or nature arising out of or in connection with the use of these materials. I hereby hold harmless, release and forever discharge WCU and the Film Festival from all claims, demands, and causes of action, which I, or any other persons acting on my behalf, have by reason of this authorization and release of rights. I certify that I am at least 18 years of age, and I have all rights necessary to agree to these terms.

Required Information from Rights Holder:

Print Name: _____ Signature: _____ Date: _____

Location Street Address: _____ Location City, State, Zip: _____



Minor Release Form

DubC 48-Hour Film Race 2018 Student Video Competition

Name of Minor: _____

DubC Film Race Team Name: _____

Waiver: In consideration of the participant named above being permitted to participate in any way in: The West Chester University/West Chester Film Festival "DubC 48 Hour Film Race" Student Video Competition, hereinafter called "The Activity", I, as parent or legal guardian of the participant,

- (1) do hereby provide my legal permission and authorization for the participant to participate in the Activity; and
- (2) (2) do hereby release, waive, discharge, and covenant not to sue West Chester University of Pennsylvania, and the State System of Higher Education, part of the Commonwealth of Pennsylvania, and their officers, employees, volunteers and agents from liability for any and all claims including the negligence of West Chester University of Pennsylvania, its officers, employees, volunteers and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, the participant's participation in The Activity.

Assumption of Risks: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from:

- (1) minor injuries such as scratches, bruises, and sprains;
- (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; to
- (3) catastrophic injuries including paralysis and death. These will vary depending on the particular film project involved and the participant's part in that film.

Representations: I certify that the participant is in good health and has no mental or physical condition or symptoms that could interfere with his or her safety or the safety of others while participating in any part of the Activity.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD HARMLESS West Chester University and the Pennsylvania State System of Higher Education from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of the participant's involvement in The Activity and to reimburse them for any such expenses incurred.

Severability: I further expressly agree that the foregoing waiver, assumption of risk, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights for myself and the participant, including the right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that the participant's participation is voluntary and that, as parent or guardian, I knowingly assume all such risks on behalf of the participant.

Minor Printed Name (same as above): _____

Parent/Guardian Printed Name: _____

Parent/Guardian Signature: _____ Date: _____

Minor's Age at Time of Filming: _____