

REGISTRATION TERMS & CONDITIONS

The following Terms and Conditions constitute a legally binding agreement between the purchased registration holder (the "Registrant," and if the Registrant is under the age of 18, the Registrant's parent(s) or legal guardian(s) (the "Parent") attending an event/performance (a "Production") being organized and hosted by Main Stage Players a program of Stars of Tomorrow Cabaret Performing Arts. ("MSP-STCPA"), a Pennsylvania Non-profit 501c3, headquartered in Collegeville, PA

Health & Safety Agreement

By attending an in-person or virtual Production, the Registrant (with Parent permission, if the Registrant is under 18) has elected to participate in acting, singing and dancing or performance activities ("Physical Activities") with MSP-STCPA. The Registrant understands that participating and performing in this Production, whether in person or virtually, will involve Physical Activities that carry certain associated risks including, but not limited to, physical injury, severe bodily harm, and/or death.

Registrant is also aware that human error or negligence can contribute to such injuries. Registrant and/or Parent voluntarily assume any and all risks associated with Physical Activities and both agree to incur and assume all risks as conditions of participation in Physical Activities.

Registrant and/or Parent hereby waive all claims (past, present or future), release and discharge, covenant not to sue, and agree to indemnify and hold harmless MSP-STCPA and its officers, employees, and agents from any and all losses arising from or in connection with damage or destruction of any real or personal property of the Registrant and/or Parent and/or personal injury resulting from Registrant's participation in the Production and to the extent that any such damage is due to any negligence or omission of MSP-STCPA and its officers, employees and agents, to the fullest extent allowed by law. Registrant and/or Parent represents that Registrant is

sufficiently healthy and physically able to participate in the Production and that Registrant has no physical or mental condition that would impair Registrant's ability to participate in the Production fully and safely. Registrant and/or Parent also acknowledges and agrees that Registrant may only audition and perform for an in-person Production with the supervision of an adult, 19 years or older ("Caretaker") if Registrant is under 18 years old.

Caretaker shall be responsible for the well-being and supervision of the Registrant at all times during the entire audition, including all times before or after the audition and the rehearsal where the Registrant is on the premises where the audition, rehearsal and/or Production is held. MSP-STCPA shall not be responsible, at any time or to any extent, for the supervision or welfare of Registrant during their attendance of an audition, rehearsal and Production, whether in-person or virtually.

Media Agreement Registrant and/or Parent hereby irrevocably grants to MSP-STCPA and its affiliates, sponsors, and MSP-STCPA organizers, the unconditional right to film, photograph and record photos and video of the rehearsal and Production and each of its participants and attendees, including Registrant, Parent and/or Caretaker. Registrant and/or Parent unconditionally consent to MSP-STCPA's use, alteration and reproduction of all such filmed, photographed and recorded items for publicity purposes in all media including, without limitation, to all forms of: electronic digitization; telecommunication systems now known or created in the future; digital photography; two and three-dimensional reproductions; sounds and electronically generated voice likenesses; and the right to license third parties to exercise such rights on behalf of MSP-STCPA, as MSP-STCPA considers appropriate in its sole discretion.

Refunds; Registration Credits; Rescheduling; Cancellations Upon Registrant being registered for Production, no refunds will be authorized (except as provided herein) for reasons including, but not limited to, change

of facility/venue, rescheduling of dates, or due to Registrant's inability to attend the Production. All payment plans initiated by Registrant and/or Parent must be completed in their entirety or: (i) such Registrant or Parent may forfeit all previously made payments, and/or (ii) MSP-STCPA may cancel the Registrant's scholarship, where applicable. If Registrant can no longer attend a Production, all Registration payments will be held as a credit, redeemable against a future MSP-STCPA Productions bearing the same name and held within twelve months from the date of the Production the Registrant was scheduled to attend. All such credits will expire after the aforementioned twelve-month period. If MSP-STCPA cancels a Production, for any reason, all registration payments will be refunded within two weeks of the cancellation announcement. Registrant and/or Parent acknowledges, understands, and agrees that any Production start date may be rescheduled up to twelve months from the original Production start date. Any Production reschedules within this twelve-month period shall be considered a "Reschedule" for the purposes of this agreement, not a cancellation. Refunds are not available for a Rescheduled Production, even if the rescheduled date does not permit the Registrant to attend.

Force Majeure Clause

The occurrence of an event that materially interferes with the ability of MSP-STCPA or its affiliates to perform its obligations or duties hereunder which is not within the reasonable control of MSP-STCPA or any of its affiliates, and which could not with the exercise of diligent efforts have been avoided, including, but not limited to, war, rebellion, earthquake, fire, accident, strike, riot, civil commotion, act of God, act of terrorism, change of law, curtailment of transportation facilities, public health warnings made by the World Health Organization, Centers for Disease Control and Prevention or National Institutes of Health, or any other emergency of a comparable nature shall be referred to herein as a "Force Majeure Event." If any Production is impacted or threatens to impact the start date of any Production, MSP-STCPA reserves the right to Reschedule the Production at its

sole discretion, and no refunds will be provided by virtue of such Rescheduling. In the event that MSP-STCPA does Reschedule a Production due to a Force Majeure Event, any Registrant for that Production will automatically be registered to the Rescheduled Production date/(s)s. If the Registrant cannot attend the Rescheduled date(/s), all such Registration payments will be held as a credit, redeemable against a future MSP-STCPA Production bearing the same name and held within twelve months from the date of the Production the Registrant was scheduled to attend. All such credits will expire after the aforementioned twelve-month period.

All Teachers And Performers Are Subject To Change. At STCPA, we work with professional dancers, choreographers, actors, singers, and educators. Due to that, sometimes, conflicts arise after we have announced the Production. All teachers and performers are subject to change and no refunds will be provided if a teacher or performer is no longer available to attend.

Payment Disputes Parent and/or Registrant understands and acknowledges that if they file a payment dispute with their financial institution, ("Dispute") for any registration payment made to MSP-STCPA for a Production that is defined in this agreement as having been Rescheduled, such Dispute will be vigorously defended by MSP-STCPA, with this agreement used as evidence. In the event that any Dispute is adjudicated before a court of law or equity, the prevailing party shall be entitled to collect reasonable attorney fees and costs arising from the losing party. Registrant and/or Parent agree to contact MSP-STCPA, at billing@starsoftomorrowcabaret.org, before any Dispute is raised with their bank or credit card company. Payment Plans Registrant and/or Parent agrees and understands that any payment plans offered by MSP-STCPA are a gesture of goodwill that MSP-STCPA is committed to providing educational access to all Registrants regardless of economic boundaries. MSP-STCPA's offering of any payment plan is, and shall remain, at MSP-STCPA's sole discretion. All payment plans must be completed in full.

Failure to adhere to a payment plan may result in the loss of the Registrant's scholarship at MSP-STCPA's discretion. A reinstallation fee of \$75.00 will automatically be charged to the Parent and/or Registrant account if a payment plan is stopped or auto-cancels due to repeated failed collection attempts. If a Registrant and/or Parent is having problems completing payments per their payment plan, they must contact billing@starsoftomorrowcabaret.org. MSP-STCPA may adjust the payment plan to meet the financial requirements of the Registrant and/or Parent when possible and at MSP-STCPA's sole discretion. All payment plans must be completed by June 15th, 2024, for Registrants to attend the registered Production unless otherwise agreed in writing by MSP-STCPA. Scholarships Registrant and/or Parent agree and understand that scholarships may only be used for the related Production in the year in which they are awarded. Scholarships or other discounts cannot be combined in any manner. Failure to adhere to a payment plan may result in the loss of the Registrant's scholarship at MSP-STCPA's discretion.

No Hate & Bullying Agreement **Bullying** and expressions of hate of any kind are prohibited at MSP-STCPA. This prohibition extends to all Productions, online activities, online posts or comments, and related activities. Any Registrant and/or Parent that is determined, by MSP-STCPA, to be or to have been participating in hate speech or bullying [towards MSP-STCPA or any person or organization related to MSP-STCPA] the Registrant and/or Parent will be immediately and permanently be banned from any and all MSP-STCPA events and Productions with no refunds being issued to such offending Registrant and/or Parent. Severability If any provision of this Agreement is unenforceable, all other provisions remain in effect. In agreeing to this agreement, as things change, please note you are also agreeing to future iterations of this agreement.

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