



## **RULES & ELIGIBILITY & Confirmation of Acceptance**

### **I. Rules and confirmation**

This document (the “Agreement”) contains the rules for the Shining Star CLE 2023 competition (herein the “Competition”). When signed below, the document becomes an executed and legally binding agreement. The required Performance Release is incorporated herein and made a part hereof by reference.

### **II. Eligibility**

You (referred to as you or “Participant”) must be a youth currently attending a high school in Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina, Portage, Stark, Summit or Wayne counties and in the 9<sup>th</sup> -12<sup>th</sup> grade, (including home-schooled students) with a 2024-2027 graduation date. Previous 1<sup>st</sup> place winners are not eligible to audition or compete.

All Participants must be available to compete at the Semifinals on Sunday, July 30, 2023 as well as perform at The Finals Performance on Sunday, September 10, 2023 (or in advance for pre-recording, depending on state of COVID-19 protocols).

### **III. What to have prepared for the “face-to face” auditions**

Copies of the signed Rules & Eligibility and Performance & General Release (available online). You and a parent/guardian must complete and sign our required forms outlining terms and conditions. Forms will be available at auditions.

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#### **IV. What to sing at auditions**

Any song performed a capella (without music), with piano accompaniment or personal instrument usage is preferred, but recorded accompaniment is allowed. If you make the Semifinals, you will be able to provide a music track background. The song you choose will likely be the song you perform throughout the length of your journey in the Competition (subject to the sole discretion of the artistic director). In order to avoid repetition, the top ten finalist songs from the previous year are excluded from the current competition. Please do not plan on singing any of the following songs from last year: A Piece of Sky (Yentl), Poor Wandering One (Pirates of Penzance), My Grand Plan (The Lightning Thief), The Joker (Brandi Carlile), Always Remember Us This Way (A Star Is Born), Fighter (Hannah Tramoto), Gravity (Sara Bareilles), One Perfect Moment (Bring It On), Sante Fe (Newsies), Sal Tlay Ka Siti (The Book of Mormon Musical) and Hopelessly Devoted to You (Grease).

#### **V. Disqualification and changes to the rules**

The Menorah Park Foundation (herein “We” or the “Foundation”) reserves the right to disqualify and/or exclude Participant, in our sole and absolute discretion, from the Competition or any part thereof for any reason or no reason at all including without limitation, violation of any portion of these rules or tampering with the entry or audition process. Rules and procedures are subject to change, at the Foundation’s discretion.

#### **VI. Participant hereby represents and warrants that:**

- a. I am legally present in the United States, with the unrestricted right to work for any U.S. employer and live in the United States;
- b. Any and all material or content that I perform during the Competition, including performances, intellectual property, and any other materials related to the foregoing (collectively “Submitted Material”) are the result of my own initiative, and I have the exclusive and unconditional right to submit the aforementioned in connection with the Competition. No other

person has collaborated with me in connection with my Submitted Material or otherwise has any other rights or interests therein. For the avoidance of doubt, I further represent and warrant in connection with any Composition, joint work, or any other music and/or song(s) I submit to Foundation, perform or otherwise use in connection with Foundation or the Competition (whether for approval for use in my performances or in connection with the Submitted Material) that: (i) either I am the creator of the Composition or such Composition is in the public domain (if any Composition, Joint Composition, or any other music and/or song (including any underlying element thereof) that I submit to the Foundation is, in whole or in part, in the public domain, I will notify Foundation in writing of such public domain material); (ii) no third party has any rights in or to the musical composition(s) and/or recording(s) of any such Composition, Joint Composition, and any other music and/or song(s) submitted by me to Foundation; (iii) no payment, credit, acknowledgment contribution, monies, remuneration, or any other consideration of any kind is required or owed to me, and/or any third parties for the use of such Composition, Joint Composition, and any other music and/or song(s) in and in connection with the Competition; and (iv) I own or have obtained all rights, including without limitation synchronization and master rights, necessary for Foundation to exploit the Submitted Materials inclusive of such musical composition(s) and/or recordings of any such Composition, Joint Composition, and any other music and/or song(s) (in whole or in part), in any and all media, now known or hereafter devised (including, without limitation, in and out of context promotions, advertising, publicity, merchandising, and all subsidiary, allied and ancillary rights in or in connection with the Foundation) throughout the universe in perpetuity and I hereby grant to Foundation, its licensees, designees, contractors, and assigns, the worldwide, irrevocable, royalty-free, and perpetual right to record, reproduce and publicly perform any such Composition, Joint Composition, and any other music and/or song(s)(in whole or in part) in and in connection with use, presentation or distribution of any or all of the foregoing rights granted will not infringe upon, violate or misappropriate any rights of any third party, including, without limitation, copyrights or other intellectual property rights, and such rights may be exercised without any costs to Foundation, or in any way limiting the waivers and releases set forth in this Agreement, I waive any and all claims to royalties of any kind, whether accruing now or in the future, from Foundation, or any of its licensees, designees or assigns, for the use of any such Composition, Joint

- Composition, and any other music and/or song(s) (in whole or in part), including without limitation any applicable copyright, public performance, mechanical and synchronization royalties.
- c. I have voluntarily applied to be a Participant in the Competition. I understand that the Foundation, nor anyone else will provide me with any compensation for my application to be a Participant in the Competition, for my participation in and in connection with the Competition, or for all agreements and promises I make herein, unless otherwise agreed in writing between Foundation and me. Neither the Foundation, nor anyone else associated with the Foundation or its affiliates has made any promises to me with regard to the Competition. In particular, no one has promised that I will be chosen to participate in the Competition or that I will be entitled to receive an offer or any prize(s), deals, or other compensation commitments.

## VII. General conditions

By participating, you agree to be bound by these rules and the decisions of the Foundation.

As more fully explained in the required release, you grant us the right to record, photograph and use of your performance, appearance, image, name, voice, singing, likeness and any musical or sound effects produced by you for use in connection with any TV program, movie or internet presentation and all other media and for all other purposes (including advertising, marketing, promotion, merchandising and the exploitation of any and all ancillary and subsidiary rights), all of which may be edited, in perpetuity, for no compensation, unless otherwise required by law.

If you and/or your friends, family members, or anyone else accompanying you to the audition or performance do not wish to be photographed, **please do not audition. All persons entering the contest venue will be required to sign a release.**

Dates and locations subject to change. Shining Star CLE, the Foundation, production personnel for the program, participating media, ad agencies, or any person or entity connected with the production, administration, or judging of the auditions or the program, or any of their respective parent companies, affiliates, subsidiaries, agents, or representatives are not responsible for and shall not be

liable for (i) any failure of transportation, bad directions, or inability for any reason to appear at an audition or performance or appearance before the judges; (ii) any injuries, losses, or damages of any kind caused by traveling to or from the audition venues, being present at the audition venues, participating in the audition process or being selector for or disqualified from the process and/or the show; or (iii) any printing, typographical, or technological errors in any materials associated with the audition process. **No weapons, alcohol, or non-prescription drugs will be permitted at any audition.**

### **VIII. Schedules & Conflicts**

Participation in the Competition requires a significant time commitment, so carefully consider whether you are willing and able to make this commitment. It is important that parents are consulted to check for any and all known school, family, extra-curricular and work commitments, as well as medical appointments, private lessons, college trips, etc. Upon request, religious accommodations will be considered by our Artistic Director.

**Rehearsal dates – see Performance Release form for full schedule.**

**Virtual Auditions – July 8-9, 2023**

**Semifinals – Sunday, July 30, 2023**

**The Finals Performance – Sunday, September 10, 2023**

### **IX. Mandatory Parent & Participation Meeting**

For everyone in the Semifinals, at least one parent or guardian must “attend” a mandatory Parent/Participant Information Meeting July 30, 2023 (during the Semifinals). Your attendance is crucial; if neither parent is able to attend the meeting, a parent should contact Jane Furth, in advance, either by phone or email (216) 839-6688 or [jfurth@menorahpark.org](mailto:jfurth@menorahpark.org)).

### **X. Release**

To the maximum extent permitted by law, I hereby irrevocably indemnify, release, and forever discharge foundation and its affiliates, licenses, partners, organizers, agents, officers, employees, members, and trustees (the “released parties”) from and against any and all claims, demands, liens, agreements,

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contracts, actions, suits, damages, liabilities, losses, judgments, orders, costs and expenses (including, without limitation, attorneys' fees and costs) of any kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, on any legal, equitable or other theory whatsoever (including, without limitation, negligence, rights of privacy and publicity, defamation, false light, infliction of emotional distress, breach of contract, unfair competition, disclosure of private facts, interference with any employment opportunity, contract or business opportunity or any injury to professional career, reputation or other financial loss, and copyright infringement and claims based on dissatisfaction with any mogul contract and/or prize) arising out of, resulting from, or by reason of my participation in or in connection with the series, including, without limitation, the participant selection process, any travel I undertake in connection with my participation in or in connection with the series, the development, production, distribution, promotion, publicity, advertising, exploitation or other use of the series or failure or omission to make use thereof, my own actions and/or the actions of other participants (and/or of unrelated third parties invited by me, any other participant), my appearance in the competition, any defect or failure of equipment, any loss or damage to property and/or equipment, my decision to follow or failure to follow the advice, warnings, or instructions of foundation, a released party or anyone else connected with the competition, any costs incurred by me (if any) in anticipation of appearing one or more times in the competition, any regulatory complaints, the exercise by foundation or any licensees or anyone else of any rights granted by me under this agreement, the failure of foundation to select me as a winner in the competition, the cancellation of the competition, failure to receive any proceeds in connection with the competition, failure to sell any music released, failure to book any live performances, failure to release any music, or any taxes or other obligations I may incur as a result of my participation in the competition (collectively, "the released claims"). The released claims specifically include, without limitation, any and all complaints to and proceedings before the FCC, and any claims, demands, actions, damages, liabilities, losses, costs and expenses of any kind or nature resulting from the actions of another participant or any other third party at any time, or from any defect in or failure of equipment, warnings or instructions, or my application or preparation for, participation or appearance in or elimination from the competition, or activities associated with the competition, whether occurring before, during or after my actual participation in the competition, and whether or not caused by or arising out of the negligence or intentional conduct of any of the released parties. To the maximum extent permitted by law, I also agree not to sue

or institute any other legal proceedings against any of the released parties based on any of the released claims hereunder.

## **XI. MISCELLANEOUS**

This Agreement is personal to me and is not assignable by me, and any purported assignment by me shall be null and void ab initio. This Agreement, and the benefits and rights granted hereunder in whole or in part, are freely assignable by Foundation, and any of its respective assignees and licensees. In particular, but without in any way limiting the foregoing, I understand and acknowledge that Foundation may assign, license or otherwise transfer some or all of its rights in and in connection with the Competition to others. Nothing contained in this Agreement shall be deemed to constitute an employment relationship, joint venture, or partnership between Foundation and Participant, nor shall I be deemed Foundation's agent for any purposes. In addition, nothing herein shall be deemed to grant me, in any way, any ownership interest in the Competition whatsoever, or any ownership in or right to utilize or exploit, in any way, any trademarks or copyrights associated therewith. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction). Any claim or cause of action arising under this Agreement shall be brought only in the federal and state courts located in Cuyahoga County, Ohio, and the parties hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE FOUNDATION, AND THAT YOU HAVE HAD THE**

OPPORTUNITY TO SEEK COUNSEL FROM AN ATTORNEY AND WERE ENCOURAGED TO DO SO.

Finally, I acknowledge and agree to be bound by all of the rules set forth on the website for the Competition, **www.shiningstaracle.org**; as such rules may change from time to time.

DATE:

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Printed Name

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Signature Date

STUDENT CELL PHONE #: \_\_\_\_\_

STUDENT EMAIL: \_\_\_\_\_

STUDENT ADDRESS: \_\_\_\_\_

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below; I hereby do consent to the terms and conditions of this Agreement. I personally accept all obligations and liability hereunder on behalf of the minor named above.

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Printed Name of Parent or Legal Guardian:

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Signature Date

PARENT/GUARDIAN CELL PHONE #: \_\_\_\_\_

PARENT/GUARDIAN EMAIL: \_\_\_\_\_

PARENT ADDRESS: \_\_\_\_\_

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Accepted and Agreed:  
Menorah Park Foundation  
*Sponsor of the Competition*

By: \_\_\_\_\_  
Authorized Agent