

# 2024 Intercollegiate Championship Tournament Participation Agreement

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### **Identification and Context**

- 1. The term "the participant" refers to the person who will be identified by name on the last page of this document.
- 2. If the participant is a minor, this document will be signed by *both* the participant and their parent or legal guardian, in which case the terms "I", "me", "my", and "myself" apply to the parent/guardian, and the terms "we", "us", "our", "ours", and "ourselves" apply to both the participant and parent/guardian. If the participant is a legal adult, this document will be signed by the participant, and all of those terms apply to the participant.
- 3. The participant will be attending the 2024 Intercollegiate Championship Tournament ("the tournament") in Rosemont, Illinois (near Chicago) on April 5–6, 2024 (plus possible additional travel time).
- 4. We understand that the tournament is an educational academic competition for which prizes are only of token value.
- 5. We understand that the tournament is run by National Academic Quiz Tournaments, LLC ("NAQT"), which is duly organized, validly existing, and in good standing under the laws of its state of incorporation, California.
- 6. We understand that the participant may be traveling long distances and staying in a hotel overnight.
- 7. If the participant is to participate as a player: We understand the eligibility rules (https://www.naqt.com/college/eligibility.html and possibly the additional rules for Division II or Division I Undergraduate teams, depending on the particulars of my team) and certify that the participant is eligible to compete for their team at this tournament (perhaps via explicit special dispensation from NAQT). We understand that if the participant is found to be ineligible, the team will forfeit all games in which they appear, and they and/or the team may be subject to further sanctions.
- 8. We understand that the participant's behavior reflects not only on themself and their team but also on the quiz bowl community and the overall institution of quiz bowl. The participant will refrain from conduct that discredits themself, any team, NAQT, or quiz bowl in general, or brings any of them into disrepute.
- 9. The participant agrees to treat all participants (players, coaches, chaperones, staff, spectators, and others) with respect.
- 10. The participant understands and agrees to abide by the NAQT Rules (https://www.naqt.com/rules/), including but not limited to Rule K.1:

All players, institutional representatives, and other persons associated with a school are bound by an honor code to behave responsibly and ethically. This includes, but is not limited to, treating all other participants and staff with respect and courtesy, not receiving or giving impermissible assistance, not creating the temptation for another to cheat, abiding by all decisions of the tournament staff, not colluding with another person to "fix" a game result, not intentionally "throwing" a game, honestly reporting details of game situations to tournament officials, and promptly reporting violations of this honor code to a tournament staff member.

- 11. We understand that NAQT's decisions on all matters relating to the tournament—including but not limited to correctness of responses; adjudication of protests; accusations of, investigations of, determinations of, and consequences for cheating or other misconduct; resolution of other issues; and communication about any of these matters to other entities—are final and not subject to litigation or further appeal in any venue.
- 12. We understand that the tournament may involve stretches of downtime during which staff will not be observing the team.
- 13. If the participant is to participate as a player: We understand that statistical results will be recorded for the participant and their team, and the results will be posted on NAQT's website and potentially in other media. We understand and agree that these results will generally not be suppressed or removed, in accordance with the NAQT Privacy Policy (https://www.naqt.com/go/privacy-policy).
- 14. If the participant is to participate as a player: We understand that completing this agreement does not itself guarantee that the participant or their team will play (as that may also depend on coaching decisions, registration

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completion, payment, etc.).
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#### Independence

We understand that no chaperones are required at the tournament and that NAQT and/or tournament staff are not responsible for the supervision or behavior of the participant, their team, or any other participant. However, staff may impose warnings, penalties, or sanctions for inappropriate behavior, subject to NAQT rules and policies and the discretion of the tournament director. The participant is responsible for their own appropriate behavior at the tournament.

## Media

- 1. We understand that our participation in the tournament may be memorialized in audio, video, photographic, or other media (hereafter and collectively "recordings").
- 2. We understand that it is forbidden by federal law to fix the outcome of any broadcast contest of knowledge or to offer or accept special or secret assistance related to the program, and that this provision might apply to recorded games. The participant will not participate in any such acts and will immediately notify the tournament director should someone try to induce them to do any such acts. We understand that ethical violations may be reported to the participant's school, team leadership, and/or law enforcement.
- 3. The participant will not make any unauthorized mention or plug of any commercial product, service, venture, or thing while being recorded.
- 4. We grant to NAQT the irrevocable, perpetual, worldwide right and license to record the participant and to use their likeness, name, voice, biographical material, and any remarks they may make in connection with the production, distribution, exhibition, advertising, and other exploitation of the tournament worldwide by any method and in all media. Photographs, tapes, movies, and recordings of anything the participant says or does at the tournament will be owned by NAQT to do with as NAQT wishes at any time, including for publication on the NAQT website, advertising, and broadcast. NAQT has the right to cut, edit, and combine materials for final publication, display, or broadcast.
- 5. We understand that NAQT need not provide recordings to us or anyone else, nor is NAQT required to use recordings for any purpose.
- 6. We waive all claims—including those based upon invasion of privacy, misrepresentation, defamation, or right of publicity—arising out of any use (or any unintentional blurring, distortion, alteration, faulty reproduction, optical illusion, or use of composite form) of the participant's name, picture, or likeness, unless it can be shown that such use was for the purpose of subjecting them to conspicuous ridicule, scandal, reproach, scorn, or indignity.
- 7. We will not make audio or video recordings during the tournament that contain any questions, nor will we otherwise transmit question content (e.g., via social media posts), except as authorized by tournament staff.
- □ We prefer that audio or video recordings of the participant not be made. We understand that NAQT mandates the recording of some games (typically late in the playoffs), considers the recording of some games to be optional, and does not record some games. If the participant is to participate as a player, NAQT will provide them with a name card indicating that they opt out of non-mandatory recordings, and—provided that the name card is displayed—tournament staff will not record them in such games. For non-players, it is the participant's sole responsibility to make their preference known. However, we understand that if the participant's team plays in games with mandatory recording, the participant will have to choose whether to be present and be recorded, or not be present, for those games. The participant may also need to opt out of the awards ceremony and/or other media opportunities. We understand that the participant may appear in still images (at any time) as described above, and we grant the above-mentioned rights. We understand that NAQT is not responsible for recordings made by people other than tournament staff (e.g., parents of players on other teams).

## **Release of Liability**

We agree to indemnify and hold harmless NAQT; its members, officers, employees, and contractors; and all tournament staff, from all liability, claims, actions, damages, expenses, and losses of any nature arising from the participant's participation in the tournament, including travel to and from the tournament and any and all events occurring between the participant leaving for the tournament and arriving home after the tournament.

#### **Other Matters**

- 1. All information that we have supplied to NAQT has been accurate.
- 2. The name(s) we give below is/are our legal name(s).
- 3. The provisions of this agreement shall bind us and our heirs, executors, and administrators.
- 4. The term "NAQT" throughout this contract includes NAQT's successors, licensees, agents, and assignees.
- 5. The rights we grant to NAQT may be assigned to any person, firm, or corporation.
- 6. This is the complete agreement between NAQT and me with respect to the participant's participation in this tournament. No one claiming to speak on behalf on NAQT has made any representations to us that contradict what is in this contract. This agreement may only be modified by a written amendment signed by us and an officer of NAQT.
- 7. This agreement shall be construed and governed by the laws of Minnesota. We agree that the proper venue for any resulting judicial actions will be the United States District Court for the District of Minnesota or a corresponding Minnesota state court. If either or both of us habitually resides in any other country, we consent to the jurisdiction of the United States courts to enforce this agreement.
- 8. We have the capacity and authority to understand and sign this contract.

We agree to this entire (3-page) Participation Agreement for the 2024 Intercollegiate Championship Tournament.

Participant's role (check one): <ul> <li>Player</li> <li>Coach and/or chaperone</li> </ul>	The parent/guardian signature is <i>required</i> for participants under age 18, and irrelevant for other participants.
Participant's name (print neatly)	Parent/guardian's name (print neatly)
Participant's signature (handwritten)	Parent/guardian's signature (handwritten)
Participant's school	Date

Date

Scan or photograph the completed agreement and email it to participate@naqt.com. This must be completed and received on or before Friday, March 22, 2024 (preferably earlier) or the player may not attend.