



To be eligible to take part in the YourSong Songwriting Workshops and Concert, each Participant must acknowledge their consent with the following St. Andrew's United Church policies and statements.

## Policies

Failure to adhere to these policies may result in the termination of the Participant's involvement in the Workshops and the Concert.

1. **Conduct:** Participants are expected to conduct themselves in a respectful and professional manner with everyone they encounter in the lead up to and on all days during the Workshops and the Concert, including other people using the premises who are not associated with the Workshop or the Concert.

- a. Harassment: Perceived harassment of any kind, at the sole determination of St. Andrew's United Church, constitutes grounds for immediate termination of the Participant's involvement with the Workshops and the Concert. Harassment includes unwelcome verbal, visual, physical or other conduct of any kind that creates an intimidating, offensive or hostile environment. While the legal definition of harassment may vary by jurisdiction, the following non-exhaustive list is considered to be unacceptable behavior:

- Sexual harassment
- Offensive language or jokes
- Racial, ethnic, gender or religious slurs
- Degrading comments
- Intimidating or threatening behavior
- Showing hostility towards others because of individual characteristics

It is important to remember that harassment, sexual or otherwise, is determined by one's actions and how they impact others, regardless of one's intentions.

- b. Alcohol and Other Substances: St. Andrew's United Church is committed to providing a safe environment that is free from the inappropriate use of alcohol and other substances such as cigarettes, e-cigarettes, controlled substances and prescription medication. The inappropriate use of alcohol or other substances, at the sole determination of St. Andrew's United Church, constitutes grounds for immediate termination of the Participant's involvement with the Workshops and the Concert. The following non-exhaustive list is considered to be unacceptable behavior:

- Consuming or using alcoholic beverages or other substances in quantities that affect performance of the Services or impair conduct or judgment
- Distributing, offering or selling alcohol or controlled substances
- Smoking or vaping in prohibited areas



## 2. Copyright

- a. Excerpt from the Songwriters Association of Canada website (<http://songwriters.ca/copyright101.aspx>):  
What is copyright? Put most simply, copyright consists of a bundle of rights, which are set out in the Copyright Act. These rights are acquired when original works such as artistic, dramatic and literary works are created. They include, but are not limited to, the right to copy an original work and the right to prevent others from copying a work without permission.  
Why do we have copyright? Copyright encourages creativity by protecting the legal and economic interests of those who create original works. In return for this protection, authors are encouraged to share their works with society so that society as a whole may benefit from a vast repertoire of musical, literary, dramatic, and other artistic works.  
How do I acquire copyright? Copyright is automatically acquired from the moment of creation of a work, provided that the work meets these three criteria: 1) the work must be original; 2) it must be fixed in a somewhat permanent material form; and 3) the author must meet the qualified person requirements set out in the Copyright Act. A qualified person includes Canadian citizens and persons ordinarily resident in Canada.
- b. ***Participants hereby acknowledge that they will be writing songs in a collaborative group environment. Participants explicitly agree to share the copyright for the song(s) that are written during the workshops ("Song(s)") with the people in the room during the writing session(s), including the rehearsal for the Concert and the Concert itself, and the people who may collaborate on the Song(s) through electronic means (e.g. through online messaging or email), collectively called "the Authors". The Authors may include but are not limited to other Participants, Workshop leaders and musicians brought in for the rehearsal and Concert (e.g. bass player, drummer, etc.). Participants explicitly agree to split any and all proceeds from the Songs evenly among all Authors of the Song(s).***

## 3. Recording, Reproduction or Transmission:

- a. No Workshop or Concert shall be recorded, reproduced, or transmitted from the Workshop location, in any manner or by any means whatsoever, other than by St. Andrew's United Church, subject to the Exception outlined below in section (c). St. Andrew's United Church will make a reasonable effort to prevent individuals from such unauthorized recording, reproduction or transmission.
- b. No professional camera equipment will be allowed at the Workshops or Concert without prior consent from St. Andrew's United Church.



- c. Exception: Personal digital cameras are allowed at the Workshops and the Concert for capture of content for personal, non-commercial (non-sponsored and non-monetized) use, subject to the limitations below:
- During the Workshops, recording of the Guest Speaker sessions by Participants is not permitted without prior consent from St. Andrew's United Church.
  - During the Concert, individuals may take photos and shoot video from their seats, as long as they are not obstructing views, using any sort of device like a tripod or selfie-stick, or using a flash after the Concert begins. Individuals are not permitted to take photos or shoot video where it is unsafe or disruptive such as in doorways, fire exits, floor aisles, hallways, etc.

## Statements

### 1. Release re: image and sound recordings

For good and valuable consideration, the Participant releases St. Andrew's United Church and assigns permission to license and use all images and sound recordings in any media and for any purpose. The Participant agrees that St. Andrew's United Church has all rights to images and sound recordings for perpetuity. This agreement is irrevocable, worldwide and perpetual.

### 2. Waiver

"I [the Participant] hereby covenant and contract to release and indemnify, and hold harmless, St. Andrew's United Church, as well as its employees and associates, from any and all claims of whatsoever nature or type resulting from any act of commission or negligence of St. Andrew's United Church from activities under or related to the enrollment of myself [or my child, whom I have enrolled] for which a claim demand, suit, or other action may be made by any person or other entity against St. Andrew's United Church."