

## Terms and Conditions:

By accessing and/or engaging with content provided or facilitated by the Mid-Atlantic Melee, you agree to be bound by the following Terms and Conditions. If you do not accept all of these terms, you may not use the services that we are providing or facilitating. In these Terms, “we”, “us”, “our”, “Mid-Atlantic Melee”, or “Workshop” refers to the Mid-Atlantic Melee Stage Combat Workshop and its coordinators, and “you”, “your”, or “students” refers to you as the user/attendee of the workshop.

We may modify these Terms for any reason at any time, by posting a new version on our website; these changes do not affect rights and obligations that arose prior to such changes. Your continued use of our services following the posting of modified Terms will be subject to the Terms in effect at the time of your use.

### 1. Courses

1.1 We will use our reasonable endeavors to provide the Courses advertised by Mid-Atlantic Melee.

1.2 We will provide the Courses using reasonable care and skill.

1.3 We may appoint independent contractors to assist in providing Courses or use third parties to arrange or supply certain aspects of, or services in connection with our Courses. You agree that our obligation to you is to use reasonable care in selecting competent, independent contractors and third party suppliers to provide reasonable services related to the Courses. You agree that Mid-Atlantic Melee is not responsible for the actions or omissions of such contractors or third party suppliers.

1.4 We will, to the best of our ability, provide advertised courses on the time and date that they are scheduled. You agree that if a live course becomes unavailable for reasons outside of our control, we will provide you with an alternative live course at that same time.

### 2. Purchasing and Confirmation

2.1 In order to purchase a Registration, you must provide the required information and pay the amount specified. You must ensure that all information provided is complete and accurate.

2.2 When you place an order for Registration, you are offering to purchase that Registration on the Terms.

2.3 You must check the details on the order confirmation email when you receive it. If there are any errors please contact us immediately at [midatlanticmelee@gmail.com](mailto:midatlanticmelee@gmail.com)

2.4 We reserve the right, in our sole and absolute discretion and without the need to give a reason, to refuse to accept an offer to purchase a registration or to cancel the purchase of one or more Courses within that Registration. In such circumstances, no contract will arise and we will return any payment accompanying your registration.

2.5 We reserve the right to amend any of the information contained in the Course and/or Workshop description at any time to more accurately represent the content that will be covered in the Course and/or Workshop.

### 3. Payment

3.1 The Workshop Registration Fee will be displayed on the website.

3.2 All amounts are payable in US Dollars. Any currency conversion costs or other charges incurred in making a payment shall be borne by you, and shall not be deductible from the amounts due to Mid-Atlantic Melee.

3.3 Unless otherwise specified, the Workshop Registration Fees are payable at the time of registration. Individual Course selections cannot be made without full payment.

3.4 If you select more individual courses than you have paid for, we reserve the right to cancel any courses that are not paid for. In this situation, Mid-Atlantic Melee reserves the right to determine which course will be canceled without contacting you, or without receiving a response if we do contact you.

### 4. Cancellation and Refund

4.1 If you decide to cancel your reservation for the Workshop, you will be subject to the following refund policy:

4.1.1 Cancellations on or before 11:59pm EDT on March 16, 2024 will be entitled to receive a 100% refund

4.1.2 Cancellations on or before 11:59pm EDT on May 10, 2024 will be entitled to receive a 50% refund

4.1.3 Cancellations on or after 12:00am EDT May 11, 2024 will not be entitled to receive a refund.

4.1.4 If payment has been made from the Mid-Atlantic Melee Pay It Forward scholarship fund, you are not entitled to a refund for any amount at any time.

4.2 Mid-Atlantic Melee reserves the right to consider giving refunds greater than the amounts outlined above (but not greater than the total amount paid) at our sole discretion.

## 5. Access

### 5.1 Warranties

5.1.1 Mid-Atlantic Melee will provide Course(s) to the best of our ability.

5.1.2 Mid-Atlantic Melee expects you to take reasonable care to verify that the Course(s) that you register for will meet your needs. Mid-Atlantic Melee does not make any commitment to you that you will obtain any particular result from your use of the Course(s) or any Course Materials that you receive.

5.1.3 Mid-Atlantic Melee does not offer any Course(s) that confer any qualification or initial certification, but may, at our sole discretion, offer SAFD Skills Proficiency Renewals.

5.1.4 Mid-Atlantic Melee does not make any representation, guarantee or commitment to you that the Course(s) or any provided course materials will be error free.

5.1.5 All representations, warranties and/or terms and/or commitments not expressly set out in the Terms and Conditions (whether implied by law, conduct, statute or otherwise) are hereby excluded to the maximum extent permissible by law.

### 5.2 Accessibility

5.2.1 Mid-Atlantic Melee will endeavor to take reasonable efforts to make all Course(s) as accessible to all registered students as possible, regardless of physical, mental, or other differences in ability, and may do this by providing multiple Course(s) per class period, adjusting course expectations or techniques, or other means as determined by the individual instructors or Mid-Atlantic Melee staff.

5.2.2 You must accurately self-assess your own skill level and may be asked to change which course(s) you are signed up for based on the individual instructors', Mid-Atlantic Melee Coordinators', or other Mid-Atlantic

Melee staff's discretion and assessment of your skills as it relates to the content of a given class.

## 6. Limitation of Liability

6.1 Mid-Atlantic Melee, Mid-Atlantic Melee Staff, and Independent Contractors shall not be responsible for losses that result from its failure to comply with the Terms including, but not limited to, losses that fall into the following categories:

6.1.1 Indirect or consequential losses;

6.1.2 Loss of income or revenue; or

6.1.3 Loss of anticipated savings

6.2 Mid-Atlantic Melee is not responsible for any physical injury to you, any third party, or any property that you may come into contact with during the Course. You are responsible for determining what can safely be accomplished by your body. You are also responsible for making your own adjustments, if necessary, with assistance from Mid-Atlantic Melee staff assigned to a given Course.

6.3 By Registering for Course(s) you acknowledge that there are risks and hazards involved in participating in the activities of the Mid-Atlantic Melee and theatrical/stage violence and/or theatrical intimacy, including but not limited to:

6.3.1 slips, trips, bruises, abrasions or contusions, puncture wounds, head or face injury, or injury caused to or by others holding theatrical props such as swords, knives, daggers, shields, or other stage combat weapons, and falls or painful contact with the floor or walls, or other students, Mid-Atlantic Melee Staff or other independent contractors and associates while using the facilities or equipment in Course(s);

6.3.2 risks associated with armed (with props or theatrical weapons), or unarmed stage combat;

6.3.3 misuse of equipment or facilities or failure of equipment;

6.3.4 lack of physical strength, coordination, sense of balance, and ability to follow directions or instructions;

6.3.5 fatigue, memory loss, or overexertion;

6.3.6 risks of triggering moments due to new or past trauma.

6.4 By registering you agree to assume all the risks and hazards related to your participation (including others acting on your behalf) in Mid-Atlantic Melee Course(s),

and you agree that you or others acting on your behalf hereby release, and will not hold other participants or Mid-Atlantic Melee or any of its respective coordinators, directors, officers, staff, independent contractors, employees or agents, responsible. You further agree to indemnify, and defend Mid-Atlantic Melee and hold it harmless for any and all injury to person or property caused by you or those participating with you before, during, and after your activity.

6.5 On behalf of yourself (and on behalf of your executors, administrators, heirs, next of kin, successors, and assigns), by registering for Course(s) you agree to assume all of the risks and liability arising from your participation in these activities and release other participants, Mid-Atlantic Melee and any of its respective coordinators, staff, directors, officers, employees or agents, from any and all liability and responsibility for any injury, death, harm, or property damage caused to you or by you or to or by others acting on your behalf. You acknowledge and agree that the liability You are hereby assuming may arise from negligence or carelessness on the part of persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or others, from strenuous or dangerous physical activity, from their inadequate training or preparation, or because of their possible liability without fault. You acknowledge and agree that this release from liability shall cover all loss, cost or damage arising from or related to Your participation in Mid-Atlantic Melee Courses and/or the Workshop in its entirety, including any such liabilities resulting from any negligence or fault of any participants, active or passive. In consideration of Your participation in these events, by accessing and/or engaging in Course(s) you acknowledge and agree that You are a knowing, willful and willing participant.

6.6 Mid-Atlantic Melee's maximum aggregate liability to you for any claims that you have against Mid-Atlantic Melee shall be limited to the amount of the Registration Fee which has been paid by you.

6.7 Mid-Atlantic Melee will not be held responsible for any delay or failure to comply with its obligations under the Terms if the delay or failure arises from any cause which is beyond Mid-Atlantic Melee's reasonable control.

6.8 You certify that you are over the age of 18 and/or that a legal guardian is registering and signing off on your participation in Course(s).

## 7. Disclaimer

7.1 The Courses are for Training purposes only. Mid-Atlantic Melee will not accept any responsibility to any party for the use of the Course(s) or Course Materials for any purpose other than training for educational purposes, including but not limited to, the giving of advice by you to any third party.

## 8. Intellectual Property

8.1 At all times, Mid-Atlantic Melee and/or its licensors, staff, and Independent Contractors, remain the owner of the intellectual property in the Course(s) and the course materials. Other than as specified below, no Course(s) and/or Course Materials, nor any part of it, may be reproduced, stored in a retrieval system or transmitted in any form or by any means without the prior permission of Mid-Atlantic Melee and/or the staff and Independent Contractors who own that intellectual property.

8.2 In consideration of receipt by Mid-Atlantic Melee of the entire Registration Fee, Mid-Atlantic Melee grants you a non-exclusive, non-transferable license to access the Course(s) and use the Course Materials you are provided with.

8.3 Any link or recommendation that you receive while participating in this course is for your general reference and is not meant to be an endorsement. Your use of this information is done by you solely of your own accord without any endorsement, referral or liability on our part.

8.4 Save as expressly set out in the Terms, you may not modify, copy, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way the Course(s) or any of the Course Materials.

## 9. Changes by Us

9.1 A Course description constitutes only an indication of what the Course is planned to accomplish. The course description does not form part of the Contract between you and us. We will use our reasonable endeavors to provide a Course as described.

## 10. General

10.1 Mid-Atlantic Melee may update or amend the Terms from time to time to comply with law or to meet changing requirements or to correct any errors without notice to you. Any updated Terms or amendments will be posted on the Website.

10.2 You may not assign or sub-contract any of your rights or obligations to any third party unless agreed to by Mid-Atlantic Melee.

10.3 Mid-Atlantic Melee may assign, transfer or sub-contract any of its rights or obligations under the Terms to any third party at its discretion.

10.4 No failure or delay by Mid-Atlantic Melee in exercising any right or remedy under the Terms shall operate as a waiver of that right or remedy or shall affect its

ability to subsequently exercise that right or remedy. Any waiver must be agreed by Mid-Atlantic Melee in writing.

10.5 If any of the Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of the Terms shall remain in full force and effect.

10.6 The Contract between you and Mid-Atlantic Melee will be conducted in English only and is governed by the laws of the State of Maryland and/or the Commonwealth of Virginia, as appropriate.

10.7 You agree to follow all directions given by the Mid-Atlantic Melee, and its Coordinators, Staff, and any other individuals designated by the Workshop and its Coordinators. Directions may come in written and oral form, or through posted signage. All instructions carry the same weight as being addressed directly.

10.8 You agree that by participating in this class, photos and/or videos may be taken of you and your work, and may in turn be used by the Mid-Atlantic Melee, its Coordinators and their respective companies, the Workshop's Independent Contractors, and Howard Community College, or any other organizing body of the Workshop, for marketing, posterity, promotion, and advertisement, or other uses as determined by the above. You further agree to waive all rights to compensation of any type for their use, in perpetuity.