

HXOUSE WORKSHOP TERMS OF PARTICIPATION

This HXOUSE WORKSHOP TERMS OF PARTICIPATION AGREEMENT is entered into between the applicant (“Applicant”) to a Point Park University x HXOUSE Creative Design Workshops (“HXOUSE Workshops”), Point Park University, and Open HXOUSE, Inc. (“HXOUSE”), as of the date that the applicant accepts these Terms and Conditions by submitting an application to participate in the HXOUSE Workshops or attends a HXOUSE Workshop, whichever occurs first.

CONDUCT WHILE ATTENDING HXOUSE WORKSHOPS: Applicant agrees to comply with all University rules and regulations, including but not limited to the Playhouse Facility Use Policy. No fireworks, incendiary devices, weapons, or drugs may be brought on University property.

UNIVERSITY ADMISSION: Applicant acknowledges that the HXOUSE Workshops are separate from University admission. By participating in HXOUSE Workshops Applicant acknowledges that the University does not promise Applicant admission to the University, whether continued admission, or future admission. Participating in HXOUSE Workshops does not authorize Applicant to receive student benefits, or discounts.

NON CREDIT BEARING: Applicant acknowledges that participation in HXOUSE Workshops is voluntary and is not required for any coursework. Applicant further acknowledges that if they are enrolled at Point Park, they will not receive any credit for their participation in HXOUSE Workshops. Applicants who are not enrolled in Point Park acknowledge that their participation in HXOUSE Workshops will not transfer as a credit to any other institution because participation in HXOUSE Workshops is non-credit bearing.

LICENSE TO ENTER UNIVERSITY PREMISES: Once accepted into a HXOUSE Workshop, the Applicant receives a revocable license to enter into the University and engage in the relevant HXOUSE Workshop. The revocable license may be terminated at any time by Point Park University or HXOUSE if (a) the Applicant breaches any of the terms of this Agreement or violates any laws, ordinances, rules, or regulations in effect at Point Park University, (b) the HXOUSE Workshop(s) are canceled, postponed, or rescheduled by Point Park University, HXOUSE and/or any other agency having jurisdiction over Point Park University, (c) any federal, state, and/or local law, rule, regulation, order, ordinance, directive, act, or mandate issued by a governmental body and/or any other agency having jurisdiction over Point Park University limits the total attendance at the HXOUSE Workshop(s) to less than the theatre’s authorized capacity, or (d) Point Park University, in exercise of its sole and absolute discretion, deems it necessary to revoke the license in order to ensure the public’s safety or the public’s enjoyment of the HXOUSE Workshops.

UNIVERSITY COMMUNICATION: Applicant acknowledges and agrees that Applicant will receive event related, which may include campus safety e-mails from Point Park University and the Pittsburgh Playhouse.

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COPYRIGHT AND TRADEMARK CONSIDERATION: Applicant acknowledges and agrees that all content, curriculum, and materials are the property of HXOUSE and/or the University. Applicant agrees not to modify, adapt, copy, infringe, store, license, transfer, or distribute any content, curriculum, or materials to any person. At the end of Applicant's participation in HXOUSE Workshops (whether voluntary or involuntary), Applicant agrees to return all content, curriculum, and materials to HXOUSE. Applicant shall not transmit or aid in transmitting any information, description, account, picture, or reproduction of the production or any entertainment, attractions, promotions, or competitions offered in connection with the HXOUSE Workshop.

PROMOTIONAL CONSIDERATIONS: Applicant acknowledges and agrees that Point Park University and HXOUSE shall have the unrestricted right and license to use and exploit their image, voice, and likeness as it appears in any film, photograph, broadcast, telecast, and/or recording made in connection with the HXOUSE Workshop or at Point Park University in any manner, in all media, worldwide, in perpetuity, including, without limitation, in any advertisements and/or promotional materials for any of the aforementioned entities.

In addition, the Applicant authorizes and grants the right to Point Park University and HXOUSE to use, reproduce, publish, and/or depict the Applicant's name, voice, and/or likeness, in any manner that Point Park University or HXOUSE deems necessary or appropriate, in all media, worldwide, in perpetuity, in and in connection with promotion, advertisement, publication, exhibition, and/or exploitation of Point Park University and/or the HXOUSE Workshops, including, without limitation, any and all print and digital advertisements, websites, and social media posts of or regarding Point Park University and/or the HXOUSE Workshops.

ASSUMPTION OF RISK: THE APPLICANT ACKNOWLEDGES THAT HE OR SHE KNOWS AND UNDERSTANDS ALL OF THE RISKS OF HARM OR INJURY TO HIS OR HER PERSON OR PROPERTY THAT MAY RESULT FROM ATTENDING A HXOUSE WORKSHOP AND PARTICIPATING AS A PARTICIPANT IN SUCH EVENT AND HEREBY EXPRESSLY ASSUMES ALL RISKS AND DANGERS INCIDENTAL TO THE HXOUSE WORKSHOP, WHETHER OCCURRING PRIOR TO, DURING, OR SUBSEQUENT TO, THE ACTUAL HXOUSE WORKSHOP, INCLUDING, BUT NOT LIMITED TO, CONTACT OR COLLISIONS WITH OTHER PATRONS OR STAFF, ANY OTHER INCIDENTS OR ACCIDENTS ASSOCIATED WITH CROWDS OF PEOPLE OR THE NEGLIGENCE OR MISCONDUCT OF OTHER PARTICIPANTS, AND THE USE OF OR PARTICIPATION IN ANY ATTRACTIONS, ACTIVITIES, OR EVENTS AT POINT PARK UNIVERSITY, AND AGREES THAT THE PITTSBURGH PLAYHOUSE, POINT PARK UNIVERSITY, HXOUSE AND THE PERFORMERS PARTICIPATING IN THE PRODUCTION (HEREINAFTER, INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS THE "RELEASED PARTIES") ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, AND/OR INJURIES RESULTING FROM SUCH CAUSES.

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INDEMNIFICATION: The Applicant shall indemnify, defend, and hold harmless, and covenants not to sue, the Point Park University and HXOUSE, and each of their respective affiliates, owners, shareholders, directors, officers, employees, representatives, agents, contractors, licensees, heirs, successors, and assigns of any of the aforementioned parties (hereinafter, individually and collectively referred to as the “Indemnified Parties”), from and against any and all demands, claims, suits, causes of action, costs, expenses and attorneys’ fees, and/or any liability whatsoever, for any losses, injuries, and/or damages whatsoever sustained by anyone, whether to their persons and/or property, as a result of or incident to any of the risks assumed in the “Assumption of Risk” section, above, including, but not limited to, the danger of being injured by CONTACT OR COLLISIONS WITH OTHER PATRONS OR STAFF, ANY OTHER INCIDENTS OR ACCIDENTS ASSOCIATED WITH CROWDS OF PEOPLE OR THE NEGLIGENCE OR MISCONDUCT OF OTHER PARTICIPANTS, AND THE USE OF OR PARTICIPATION IN ANY ATTRACTIONS, ACTIVITIES, OR EVENTS AT POINT PARK UNIVERSITY. The foregoing indemnity shall apply to any and all costs and expenses incurred by or on behalf of the Indemnified Parties in defending and/or preparing to defend against any such claims, suits, and/or liability.

GOVERNING LAW AND DISPUTE RESOLUTION: By participating in HXOUSE Workshops, Applicant consents that any controversy, claim, or dispute arising out of or relating to Applicant’s participation in HXOUSE Workshops shall be adjudicated in the Court of Common Pleas of Allegheny County, Pennsylvania, or in the United States District Court for the Western District of Pennsylvania. Applicant hereby waives any and all objections to jurisdiction or venue of these courts. At its sole option, the University may avail itself of arbitration under common law or under the Commercial Arbitration Rules of the American Arbitration Association.

FORCE MAJEURE: In the event that HXOUSE Workshops are unable to continue, the University has no further obligation or liability to Applicant as a result of a Force Majeure. “Force Majeure” shall mean fire, earthquake, flood, Act of God, strikes, pandemic, work stoppages, or other labor disturbances, riots or civil commotions, war or act of any foreign nation, governmental authority, or any cause like or unlike any cause above mentioned which is beyond the control of either party and makes it illegal or impossible for the University to host HXOUSE Workshops.

WAIVER: The failure of Point Park University to seek redress for any violation of, or to insist upon the strict performance of, any covenant, term, condition, representation, and/or warranty set forth in this Agreement will not constitute a waiver of such rights or in any way limit or prevent the subsequent enforcement of any such covenant, term, condition, representation, and/or warranty. The various rights, powers, and/or remedies of Point Park University hereto or herein contained will not be considered as exclusive of, but will rather be considered cumulative to, any rights, powers, and/or remedies now or hereafter existing at law or in equity and/or created by this Agreement.

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ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and the provisions hereof supersede any and all prior and/or contemporaneous agreements or understandings relating to the same subject matter.