

BLAZERDANCERS



2017-2018 PERFORMANCE TERMS AND CONDITIONS

- A. REQUIREMENTS.** Each Blazer Dance Team member (“Member”) must be at least 18 years of age on October 1, 2017. Each Member acknowledges and agrees to devote the necessary working time, attention and energies to the performance of the duties required as a member of the Blazer Dance Team, as may be reasonably requested by Trail Blazers Inc. (“TBI”).
- B. REHEARSALS.** Rehearsals will be scheduled by TBI in conjunction with the 2017-2018 National Basketball Association (“NBA”) season, which includes pre-season, regular season and post-season (“Season”).
1. All rehearsals will be scheduled in the evening or on the weekend for the convenience of those who are working or attending school. Each Member must attend all rehearsals unless they have obtained permission from TBI in advance to miss a rehearsal.
 2. Members should be ready to dance at the scheduled time and be able to stay for the entire rehearsal, which will generally last between three and five hours.
 3. Two to five weekly rehearsals will be scheduled for several weeks prior to the beginning of the Season. Once the Season begins, a regular schedule of rehearsals will be established.
 4. Any Member who has an unapproved absence for a rehearsal immediately prior to a home game will be required to attend such game but may not be allowed to perform, as determined by TBI in its sole discretion.
 5. It is very important that each Member arrive on time to and stay for the entire session of each scheduled rehearsal and each game. Excessive tardiness and/or unapproved absences could result in discipline up to and including termination from the Blazer Dance Team.
- C. GAMES.** Members must be at each home game no later than three (3) hours prior to the scheduled tip-off. All Members must be available to participate at all home games, including any playoff games (if playoff games are played).
- D. COMPENSATION AND BENEFITS.** During their employment Members will be paid an hourly wage of not less than minimum wage for game performances and rehearsals. A record of hours worked will be maintained by TBI and each Member will be asked to confirm the accuracy of hours prior to submission to payroll. Members will be paid on the 15th of each month (or the previous business day if the 15th falls on a Saturday, Sunday or holiday) and on the last business day of each month. Based on availability and as determined in the sole discretion of TBI, Members may receive free parking and game tickets for each home game for which they are eligible to perform. No other benefits will be provided to Members by TBI; however, certain TBI sponsorship agreements may provide a Member with hair care, an athletic membership, athletic shoes and/or other clothing.
- E. PERSONAL APPEARANCE AND ACTIVITIES.** The Portland Trail Blazers and the Blazer Dance Team are members of the professional athletics and entertainment industries and that fact must be reflected in the appearance and performance of each Member. Personal appearance and dancing skills are major factors in the selection of members of the Blazer Dance Team. Members must meet and maintain the personal appearance, fitness level and level of dancing skill expected throughout the Season and must learn and rehearse the dance routines. Actions as a Member of the Blazer Dance Team not only reflect on the Member and such Member’s family, but on TBI and the Portland Trail Blazers as well. TBI shall have the authority to set policies regarding certain actions such as gum chewing, smoking, eating, drinking, and proper attire. Certain activities such as fraternization between a Member and any player, coach, or management personnel, whether visiting or TBI related, may be misunderstood by the public. Consequently, such fraternization, posing in the nude or in a manner deemed in poor taste, and/or other activities which may be detrimental to TBI’s image are not permitted, and will result in discipline up to and including termination.
- F. UNIFORMS.** Each Member is responsible for each of their respective Blazer Dancer “Uniforms”. Uniforms will be provided by TBI and are considered the property of the TBI and as such must be returned to TBI upon termination or at the end of the Season. Except when directed and approved by TBI to do so, no Member shall wear any Uniform in any public establishment, for any public appearance or any other event, during the Season or after termination as a Member of the Blazer Dance Team. No additional articles of clothing or jewelry are permitted to be worn with any Uniform, without the prior approval of TBI.
- G. PUBLIC APPEARANCES.** Members may be asked to participate in various public appearances on behalf of TBI or its sponsors. All public appearances must be pre-approved in writing by TBI. TBI in its sole discretion may develop a budget for paid appearances. Certain types of appearances, such as dance camp, nursing home visits, holiday hospital visits and the like, will be set by TBI. As determined by TBI in its sole discretion, requests for other appearances must be submitted at least three weeks in advance of such appearance to be considered, subject to budget constraints and sufficiency of the number of available Members. Travel time outside of the Portland metropolitan area will be paid to Members for approved appearances only.



Each Member agrees and acknowledges that they may not participate in public appearances for entities other than TBI, including without limitation, media interviews, televisions appearances, photo sessions and public commercial appearances, or any other appearances on a voluntary basis, without the prior written approval of TBI.

H. TRADEMARK AND COPYRIGHTS. Member agrees and acknowledges that all trademarks for the Blazer Dance Team and the Uniform designs are registered trademarks of and are owned by TBI and/or the NBA. All rights in and to such trademarks are reserved. Any Member using a TBI or NBA trademark without prior written authorization will be subject to suspension or termination. TBI and the NBA each reserve the right to pursue all legal remedies against any Member for any unauthorized use of a TBI or NBA trademark, including but not limited to litigation for damages.

I. CHOREOGRAPHY. Member agrees and acknowledges that all choreography used by the Blazer Dancer Team and any derivations thereof, whether developed by TBI or by a consultant, will be the sole and exclusive property of TBI and may not be used by any Member without the express written consent of TBI. Violation of this policy can result in suspension or termination and litigation for damages.

J. AGREEMENT NOT TO COMPETE. Each Member agrees that at the time of and after termination, they will not compete in any manner with TBI and/or the Blazer Dance Team, including but not limited to the following: engagements or appearances, public or private, with any reference to or identification of TBI or the Blazer Dance Team; any engagement or appearance wearing any uniform which resembles a Blazer Dancer Uniform or a facsimile thereof; and/or any act which might compete with the rights of TBI, or the Blazer Dancer Team.

Member agrees and acknowledges that while a Member, without the prior written approval of TBI such Member will not (a) coach or co-coach another professional dance team, or (b) participate as a member in another professional dance team. In the event that any Member is given approval to participate as a member in another professional dance team while a Blazer Dancer, Member agrees and acknowledges that such participation may not interfere with her duties and responsibilities as a Blazer Dancer, and in the event that such participation does interfere (as determined by TBI in its sole discretion), that TBI reserves all rights to address any performance issues, including suspension or termination of such Member.

K. PUBLICITY. Member grants full permission to the Trail Blazers Inc., the National Basketball Association and its Member Teams, NBA Properties, Inc. and their respective parents, subsidiaries, affiliates, directors, officers, governors, employees and agents (“NBA Entities”) to use Member’s name, nickname, voice, biographical information, photograph, and/or other likeness, however captured, for any purpose (including, without limitation, for advertising, sales, promotional and/or other commercial purposes) in any media or format now or hereafter known, worldwide and in perpetuity, without further compensation, authorization or notification to Member or anyone on Member’s behalf.

L. REMEDIES AND INDEMNIFICATION. TBI reserve the right in its sole discretion to modify any and all of these Terms and Conditions. TBI reserve the right in its sole discretion to suspend or terminate any Member who violates these Terms and Conditions. Member expressly agrees to indemnify Trail Blazers Inc. and the NBA Entities for any damages, claims, liabilities, costs or expenses of any kind, which may arise from Member’s negligent acts or omissions or willful misconduct or from any breach of these Terms and Conditions by Member. I expressly assume all risk of injury (including, without limitation, permanent disability and death) relating to or arising out of the audition and/or any performance as a Member, howsoever caused or arising and whether by negligence or otherwise, and accept personal responsibility for the damages following such injury, permanent disability or death.

M. NBA RULES AND REGULATIONS. Member agrees to be bound and governed by the Constitution, By-Laws, rules, regulations, resolutions and agreements of the NBA, as they may be modified or amended from time to time.

N. TERM/TERMINATION. Each Member agrees and acknowledges that such Member’s employment with TBI is considered “at-will” and that TBI or any authorized officer of TBI may terminate such Member with or without cause at any time, and Member may also choose to terminate his or her employment with TBI at any time. Without limiting the foregoing, Member agrees that his or her employment with TBI shall terminate no later than the date on which the 2017-2018 Blazer Dance Team members are announced, unless such Member participates in the application and audition process and is selected (at TBI’s sole discretion) for the 2017-2018 Blazer Dance Team; *provided, however*, that if any terminated Member was scheduled for an Appearance to occur on or after the date of such public announcement, such Member’s employment pursuant to these Terms and Conditions will continue until the date and time of completion of such Appearance, but in no event after October 1, 2017.

Name of Member (please print)

Signature of Member*, or if applicable,
Parent/Legal Guardian signing on behalf of Member

Date

Printed Name of Parent/Legal Guardian, if applicable

***Parent or legal guardian signature required for any Member under the age of 18.**