



CayMAS Carnival Bands

Terms & Conditions of Participation

You can access this information online:

www.caymas.ky/tandc

INTRODUCTION

CayMAS Carnival NPO (“CayMAS”) is a registered Non-Profit Organisation with the goal to develop and showcase Carnival as a viable and sustainable entity in the Cayman Islands and to build it into a legitimate tourism product as a niche market of Boutique Carnival Tourism.

CayMAS Carnival (“the Carnival”) has become the fastest growing cultural event in the Cayman Islands and continues to challenge itself and the entities involved to continue the growth of the Carnival. One of our major goals is to attract tourists each year and making a significant contribution to Cayman’s economy and its status as a viable Carnival Destination.

CayMAS has raised funds to develop and manage a safe, sustainable and spectacular CayMAS Carnival and looks to make this Carnival an exemplar of artistic excellence and community engagement.

TERMS AND CONDITIONS

These terms and conditions are an agreement between CayMAS and any individual or performing group wanting to participate in the Carnival and related events and who share these aims.

DOCUMENT TERMS OF REFERENCE

“Agreement” refers to this Participation Agreement and any associated documents. “Carnival” refers to the CayMAS Carnival 2023.

“Footprint” refers to the area in which the Carnival takes place including the Parade route and all roads within the area.

“We/Us/Our” refers to the Directors of CayMAS Carnival NPO

“You/Your” refers to the individual or organisation entering into this agreement.

1. AIMS

- 1.1. These conditions are designed to assist us in discharging our strategic aims, legal obligations, fiduciary duties and regulatory requirements in respect of the following:
 - 1.1.1. We will facilitate a safe, sustainable and spectacular event
 - 1.1.2. Management and delivery our published Event Plan for 2023
 - 1.1.3. Compliance with agreements and contractual commitments with the Strategic Partners, Regulatory Authorities, Emergency Services & Event Participants.

2. INTELLECTUAL PROPERTY & COPYRIGHT

- 2.1. By entering into this agreement, you grant us and our accredited media partners a non-exclusive, non-expiring license to record and publish your artistic productions and performances by way of still photographs and/or audio-visual representation by any medium. If you wish to discontinue this license, you must notify us in writing, and it will take 30 days to implement the copyright license discontinuation and notify all of our media partners.

3. GENERAL CONDITIONS FOR REGISTRATION

- 3.1. Persons or groups wishing to participate in the Carnival or any of its related events must register an expression of interest with Us. (Stage 1)
- 3.2. Stage two of the registration process involves the signing of a copy of these terms and conditions on or before 5pm on Monday 29th May 2023
- 3.3. A Non-Refundable, Non-Transferable Band fee to participate in the Carnival is required, to be paid to CayMAS Carnival NPO via bank transfer at registration of your Band. The schedule of fees are as follows: Small Band (<75) - \$200, Medium Band (76-200) - \$300, and Large Band (>200) - \$400. These fees will be used in the administration and marketing of the Carnival.
- 3.4. You will be required to provide Us with evidence of compliance with any terms, conditions or policies linked to participation, including music policy, numbers of performers and vehicle passes, noise levels, costume policy and protocols along the route.

4. RISK MANAGEMENT, HEALTH & SAFETY AND INSURANCE CONDITIONS

- 4.1. You take part in the Carnival at your own risk. As part of this agreement, you are required to demonstrate, by way of a consent form or other means, that you have informed all individuals participating with your band that they do so at their own risk.
- 4.2. You must complete and submit appropriate risk assessments to Us for participation in Carnival or any other event for which we are responsible.
- 4.3. You must also supply to Us, in advance, a copy of your insurance to cover your participation in Carnival. Such insurance is to include: vehicle insurance for all vehicles provided with a permit, and Public Liability Insurance (if applicable).
- 4.4. You and any of your members or participants take part in CayMAS Carnival at your own risk.

- 45. We reserve the right to re-designate the start point, sites and times within the Carnival footprint in consultation with relevant stakeholders.
- 46. We reserve the right to revise, amend or waive conditions of participation.
- 47. We retain the absolute **right to refuse** any application for registration and will not register a performance unit to participate in CayMAS Carnival unless there is adherence and compliance with all of the above provisions and conditions of participation.

5. VEHICLE – PASSES AND INFORMATION

- 51. We reserve the right to restrict the allocation of vehicle passes to Bands as we deem fit, having regard to such conditions as are reasonable in all circumstances.
- 52. You must carry out your risk assessments based on the number of people participating within your performance unit. Necessary controls must be put in place to mitigate any risks your Band identified, ensuring the safety of your Band and the people within it. You must take appropriate action to restrict the number of participants to ensure that the safety of your members and the general public is maintained.
- 53. Vehicle Passes are primarily issued to enable appropriately sized Bands to get their music and other vehicles down the route. Passes are also required for any motorised or non-motorised support vehicles.
- 54. Vehicle passes will not be issued to facilitate the appearance of commercially branded vehicles except by prior consent.
- 55. All Vehicle passes must be used in accordance with our Vehicle Passes Conditions of Issue and Use. If you are unclear or unsure about how you can use your vehicle pass(es) you must seek guidance from us prior to the event.
- 56. Vehicle passes will remain our property and as such can only be used by the specified bands and are not transferable.
- 57. You will be held liable for the misuse of your pass(es) and may be barred from continued participation or registration for CayMAS Carnival the following year.
- 58. You must provide us with Vehicle registration numbers by 5:00pm Friday 23rd June 2023.

6. ROUTE CONDITIONS

- 61. You are required to be ready to move off from the designated start point as the Parade begins.
- 62. Prior to start, you shall ensure your vehicles are parked allowing passing room for other Bands or emergency Vehicles.
- 63. You must at all times comply with reasonable instructions by designated Marshals, the emergency services, local authority representatives or our representatives. Instructions may include start, stop, turn down music etc. Any serious failure to comply with a reasonable request from the above will result in action which may include termination of your participation for the remainder of the Carnival or refusal of any application to participate in future Carnivals.
- 64. You are required to have a sufficient/proportionate number of Marshals of your own in order to protect your members and to keep spectators out of the band, as outlined in your risk assessment. Your Marshals are expected to cooperate with our appointed Marshals and the police at all times.

65. You must also ensure that you have adequate numbers of your own Marshals in proportion to the number of people in your band to protect public property from any damage or mis-use by members participating in your band. You are required to keep moving whenever possible and to seek to keep the road as clear as possible.
66. You shall ensure that under no circumstances are oil-based paints and liquids used as part of your arrangement on the route. You are responsible for any damage caused to property by any oil-based paints and liquids used by members of your Band and for the cost of any special cleaning required to remove such oil-based paints or liquids from roads or property.
67. The sampling and distributing of any promotional products along the route are prohibited without our advance approval.

7. KEY ENTRY AND CLOSING TIMES

- 7.1. You shall ensure that all music trucks/floats/support vehicles are in the Carnival Footprint before 11:30am on Carnival day. Vehicular Access into the Carnival Footprint from all the various entry points will be closed off by 11:30am. Due to security measures required for Carnival 2023, your vehicles will not be allowed into the Carnival Footprint after 11:30am.
- 7.2. We accept no responsibility or liability for any financial loss if You are refused entry due to non-compliance.

8. ARTISTIC PRECONDITIONS

- 8.1. You must abide by the Costume Policy (9.) and Music Policy (10.) to qualify to participate in the parade. These conditions are designed to ensure standards are maintained whilst supporting and fostering Carnival traditions.
- 8.2. The Parade is restricted to approved performing units comprising steel pans, costumes and traditional Carnival character depictions. Subject to the number of vehicles passes provided, live or amplified music may accompany a Carnival band as part of the performance but there will be no overall increase in pass allocations.

9. COSTUME POLICY

- 9.1. A Band must have no fewer than 20 participants in Carnival costumes in order to be registered as a costume band.
- 9.2. A Carnival costume is a decorative robing of the human body. Unless stylised, official or replica uniforms of the military, emergency services, police or prescribed organisations will not be considered a Carnival costume. Mondaywear will be considered a style of costuming once done in a tasteful Carnival-spirit design.
- 9.3. Any type of Nudity is extremely prohibited.
- 9.4. Bands are encouraged to limit the number of t-shirts to give greater prominence to the visual spectacle of the costume. Bands cannot have **no more than 30%** of the total number of the Bands participants with t-shirts with a maximum of 175 permitted.
- 9.5. Solely T-Shirt Bands are no longer permitted to register/participate with CayMAS Carnival. A Costume Band can have a T-Shirt section of up to 30% of the Band's total participants with a maximum of 175, but no more. A fine of **\$5,000.00 and/or the removal** from the Parade, will be enforced with any financial losses placed on the Band for incompliance to the Costume Policies of CayMAS Carnival. CayMAS Carnival NPO nor its Directors and Staff, will not be held liable for any associated costs if this contract is breached.
- 9.6. You must ensure that the designs and wording on your t-shirts is not offensive to Carnival or the general public.

- 9.7. Steel bands may be accompanied by a t-shirt section for their steel band music only at a maximum of 50 participants.

10. MUSIC POLICY

- 10.1. The preferred genres of music that we require to be played by those participating in the route parade is music that is recognised as “Carnival music”: Calypso, Soca, Chutney, Zouk, Buyon, Steel Pan, Samba, Batucada, Marchinhas, Frevo, etc.
- 10.2. It is your responsibility to monitor the level of bass being produced in order to avoid glassware being shaken off of shelves and cabinets in accommodation and restaurant units, as we pass along the establishments along the route. If non-compliance is deemed apparent, a fine of \$2,500.00 and removal from CayMAS Carnival parade will be enforced with the participation in future Carnivals being put under probationary scrutiny. CayMAS Carnival NPO nor its Directors and Staff, will not be held liable for any financial losses if these actions are taken.
- 10.3. You must ensure that You do not permit or encourage any music promoting violence or containing offensive lyrics and/or statements that could be deemed as offensive or hate speech.
- 10.4. As a band leader you have a shared responsibility alongside CayMAS Carnival NPO for the safety of your masqueraders and public around your performance unit. It is important that you not allow any music to be played that hypes up a crowd in an uncontrollable, reckless or dangerous manner so as to endanger the safety of your masqueraders and/or the public.
- 10.5. It is your responsibility to ensure that your DJ(s) or persons responsible for your mobile music is aware of our music policy and the conditions of participation, as any breach of the conditions could affect Your participation in Carnival. You should agree in advance with Your DJ(s) or persons responsible, the music that shall be played at the Carnival.
- 10.6. You must adhere to the music policy above throughout the Carnival period.
- 10.7. In the event of an incident the music must be immediately turned off until the incident is resolved.
- 10.8. If you are found to have breached this music policy on the route, action will be taken, which may include termination of your participation for the remainder of the Carnival or refusal of any application to participate in future Carnivals.

11. SUPPLY AND DISTRIBUTION OF ALCOHOLIC BEVERAGES.

The visibility to the General Public of alcohol containers/bottles on floats, stationary or otherwise must be avoided by participating entities. Open containers of alcohol in public being distributed to paid patrons without having a proper Mobile Liquor Licence, is essentially illegal in the Cayman Islands. We recommend that all participating entities do what is needed to avoid the visibility of any alcohol open containers, and by signing this agreement hereby waive any responsibilities of CayMAS Carnival NPO, financially or legally, if that entity is approached and punished by the Authorities responsible to enforce the laws of the Cayman Islands.

12. SANCTIONS

- 12.1. You are responsible for ensuring that all of your members and any collaborating partners comply with the conditions of participating and follow rules, guidance and good practice issued by us.
- 12.2. Where there is a flagrant breach of any of these conditions, particularly where such breaches are likely to result in danger, harm or the commission of a criminal offence, We reserve the

right to take immediate corrective action including but not limited to the immediate suspension or revocation of passes and licenses, removal from the performance area and suspension from participating in future Carnivals.

13. RESPONSIBLE PERSON

Two responsible persons representing your band must attend the compulsory Briefing at 7-9pm, 21st June 2023, Venue T.B.C.

Please provide the details of the two persons responsible for your band on the day:

Name of Responsible Person #1

Email Address

Mobile Telephone Number

Name of Responsible Person #2

Email Address

Mobile Telephone Number

14. DECLARATION

- 14.1. I have read, understand, and agree to abide by these terms and conditions of participation.
- 14.2. I hereby agree to abide by all the terms and conditions outlined and described and understand that failure to comply may lead to revocation of my organisations privilege to participate in the CayMAS Carnival and may revoke all permits that have been extended to me.
- 14.3. I am the authorised representative of my organisation.

Name of Band

Full Name of Representative

Position

Signature

Date

DOCUMENT DEADLINES

Item	Page	Send to	Deadline
Parade T&Cs of Participation Signed & Returned	3	CayMAS Carnival NPO	Monday, 15th May 2023
Vehicle Registration Number(s)	5	CayMAS Carnival NPO	Friday, 24th June 2023
Public Liability Insurance Documents	4	CayMAS Carnival NPO	Friday, 24th June 2023

IMPORTANT EVENT DATE

BAND BRIEFING:

Venue TBC

7-9PM, 28th JUNE 2023: ALL PARADING BANDS

CONTACTS

CayMAS Carnival NPO Directors are here to help facilitate Bands and any other enquiries relating to CayMAS Carnival. If you have a question or need some support, please feel free to ask us. You can contact us via email at admin@caymas.ky.

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Cindy Adam	Director		
Erikka Moxan-Gilbert	Director		