



**March 25-27, 2022**

**Hyatt Regency, Crystal City, VA**

January 10, 2022

Dear Key Club:

**The Capital District Key Club Board is preparing for the 73<sup>rd</sup> Annual Capital District Key Club Leadership Conference (DCON) at the Hyatt Regency Crystal City, Arlington, Virginia, to be held March 25-27, 2022.** This year's DCON theme is Service is Magical (a fairy tale theme)!

The Hyatt Regency staff is working along with the District Board and Adult Committee to make our first conference in two years an outstanding event. The weekend starts with opening session featuring a keynote leadership/motivational speaker and a meet and greet activity on Friday night. The District Board is planning several motivational programs, educational forums and workshops, and other fun activities on Saturday. There will also be a service fair on Saturday afternoon highlighting individual club or divisional projects and more. The Governor's Awards session and dance on Saturday night will be a highlight of the conference. The conference will end on Sunday morning with the House of Delegates voting session, a sit-down breakfast, and the installation ceremony of the 2022-23 District Board.

As COVID-19 is still a factor in our world, we will be requiring all attendees (chaperones and students) to either be fully vaccinated against COVID-19 or, if unable to be vaccinated, have a negative PCR test within 72 hours of the start of District Convention. Chaperones are advised to check that each of their attendees have the proper paperwork prior to leaving for District Convention as attendees will need to leave without these documents. All indoor activities will require that a mask be worn except when actively eating or drinking. Social distancing will be practiced to the extent possible.

Additionally, all chaperones will be required to undergo a background check by an approved Kiwanis vendor, Safe Visitor/Hiring Solutions. If a chaperone has already has a current background check through Kiwanis, they will not need to do another one - these checks expire every two years so chaperones checked this year will not need to do so again until 2024. The cost of these background checks is included in the price of registration. Background checks can take 2-3 weeks to complete so please ensure that chaperones are registered in a timely manner.

We are continuing with online registration this year. Registration is officially open. Clubs will have the option to pay by credit card when registration is complete or can be invoiced by the district through Paypal. As always, the option to pay by check is available.

On Saturday morning and afternoon, there will be several educational forums and workshops conducted by District Board members. Students will also be able to participate in the oratorical, essay, and talent contests. There will be workshops specific for adult faculty and Kiwanis advisors. Clubs will be on their own for dinner on Friday and lunch and dinner on Saturday. In addition to the motivational and educational experiences of the conference, attendees will be involved in the election of the 2022-23 District Officers through the House of Delegates (voting session) and caucus session (speeches and question/answer time for candidates). Award winners will be announced for the various individual and club competitions that will be judged during the conference at the Governor's Award session on Saturday night. To view awards criteria, please consult your student lieutenant governor. You can also view many of the awards on the Capital District website at <https://www.capitalkeyclub.org/2022-international-contest-guidebook.html>.

The annual Service Fair will be a special aspect of the weekend. This is an opportunity for clubs and divisions to highlight successful or unique projects and get new service project ideas and for students to learn more about both International and District service partners. Award-winning contest entries will be available to see as samples and all branches of the Kiwanis Family will be represented. The Service Fair will be on Saturday afternoon. The General Session on Sunday morning will feature a hot breakfast buffet.

We will not be having an on-site Saturday evening dinner this year. Attendees will be given free time to have dinner on their own at one of the many fast food, fast casual, and dine-in restaurants in the area. Due to this, registration prices have been decreased from 2020 and prior.

Our speaker this year will be Wendy Fraser. Ms. Fraser is a past CKI International President and Key Leader Facilitator as well as an active Key Club Kiwanis Advisor. She will offer the students a thoughtful and thought-provoking look into today's world as a student and teenager.

Please plan to arrive at the Hyatt Regency between 3-5 p.m., on Friday for check in. **Rooms will not be ready before this time.** Your cooperation will be appreciated. We will have a luggage storage area if you wish to arrive early and tour Washington D.C., which is a few metro stops away from the hotel.

Please refer to the enclosed packet for all the information needed to understand, register for, and secure hotel reservations for this year's District Leadership Conference. We look forward to seeing you in Crystal City in March!

Mr. Joe Stankus  
District Administrator  
keyclubcapitaldistrict@gmail.com  
804-564-5668

**Basic DCON Information**

**Date:** Friday-Sunday, March 25-27, 2022

**Place:** Hyatt Regency Crystal City, 2799 Richmond Hwy, Arlington, VA 22202; phone [\(703\) 418-1234](tel:7034181234)

**Theme:** A Fairy Tale Theme - "Service is Magical!"

**Brief Schedule & What To Wear\*\*\*:**

FRIDAY - casual / theme dress optional

Specific information will be coming out about the theme dress separately - as always, no cleavage, no midriff-baring outfits, no short shorts, no bare feet, no toy or plastic weapons. Towels or sheets must not be taken from hotel rooms to be used in theme attire.

Arrive between 3-5 p.m. (NOTE: hotel rooms will NOT be ready before this time), hang out, dinner on own, opening general session with our Keynote Speaker, Meet and Greet, advisor hospitality

SATURDAY DAY- business professional

Continental breakfast, educational workshops/forums for students and advisors, caucus session to hear candidates' speeches, service fair; there will be a break in the afternoon for lunch on your own

SATURDAY NIGHT - semi-formal

Awards general session, dance

SUNDAY - business professional

House of Delegates to elect District leaders, farewell general session with buffet breakfast, check out of hotel, will leave to go home around 12-1 p.m.

Note: There are many restaurants within walking distance of the hotel and delivery service also available. A list of such places will be provided to you at registration on Friday.

**Cost:** Cost to attend based on 4 students per room for registration and hotel: \$160.00/person

Cost to attend based on 3 students or 3 advisors per room for registration and hotel: \$185.00/person

Cost to attend based on 2 students or 2 advisors per room for registration and hotel: \$235.00/person

Cost to attend based on 1 advisor per room for registration and hotel: \$385.00/person

These costs include lodging, registration, all conference materials, conference souvenirs, and two food functions (continental breakfast on Saturday morning and sit-down, buffet breakfast on Sunday morning). For advisors, advisor hospitality and snacks are also included.

Parking Options: Currently self-parking options are not available at the hotel - the hotel is looking into options now. There are several nearby parking garages with more information coming. Valet parking is available on-site for a discounted rate of \$25 per day.

**Registration deadline is Friday, March 11, 2022; after this date, a late fee of \$20/registrant will be assessed.**

**Adult Supervision:** There must be at least 1 adult for every 10 students. Adults cannot room with students.

**\*\*\*What to Wear - Attire Definitions:**

- ✓ **Casual** includes khakis, jeans, shorts, capri pants, nice tee shirt, nice sweatshirt, polo shirt, casual button-down shirt, sundress, open-toed sandals, flip flops, sneakers, Crocs, Toms
- ✓ **Business Professional** includes dress shirt and tie, sport coat or blazer, suit, nice slacks, skirt and dress, dress capris with matching blazer that could be worn in professional atmosphere, open-toed sandals for females, dress shoes
- ✓ **Business Professional** does not include jeans, shorts, capri pants, tee shirt, sweatshirt, polo shirt, flip flops, sneakers, Crocs, Toms
- ✓ **Semi-Formal / "Homecoming Attire"** includes dark suit with dark shoes and socks for males and formal evening dress, short cocktail dress, dressy evening separates for females
- ✓ **Semi-Formal / "Homecoming Attire"** does not include jeans, shorts, tee shirt, polo shirt, flip flops, sneakers, Crocs, Toms

## Registration and Hotel Reservations Information

- Capital District Policy requires one adult chaperone for every ten students and also requires all conference attendees to stay at the conference hotel(s).
- Only those Key Clubs and members in good standing that have paid annual dues may attend the Capital District Leadership Conference.
- There is no limit to the number of students who may attend per club. Registrations will be accepted up to the room capacity of the conference hotel(s).
- Please note that our hotel room rates are only guaranteed until **Friday, March 11**. After this date, rooms can be reserved, if available, at a much, much higher rate. This is non-negotiable.
- **Costs:** Cost to attend based on 4 students per room for registration and hotel: \$160.00/person; cost to attend based on 3 students or 3 advisors per room for registration and hotel: \$185.00/person; cost to attend based on 2 students or 2 advisors per room for registration and hotel: \$235.00/person; cost to attend based on 1 student or 1 advisor per room for registration and hotel: \$385.00/person
- These costs include lodging, registration, all conference materials, conference souvenirs, and two food functions (continental breakfast on Saturday morning and a sit-down, buffet breakfast on Sunday morning). For advisors, advisor hospitality and snacks are also included.
- The cost per student or advisor will not be pro-rated or adjusted for any reason.
- **The deadline for conference registration and hotel reservations is Friday, March 11.**
- There will be \$20.00/registrant late fee after the deadline date. This is non-negotiable.
- Registration is not complete until total payment for both registration and hotel reservations have been received. Cancellations can be made in writing to the District Administrator up until Thursday, March 17. **There will be no refunds after this date.**
- All hotel registrations are processed through the Capital District. The Hyatt Regency will not accept direct reservations.
- Adjustments /changes in student information can be made after the initial registration by contacting the District Administrator only but must be done no later than Sunday, March 1. A \$10 fee will be charged for changes made after this date if there is the ability to accommodate the change.
- Room cancellations can be made in writing (email is accepted) by notifying the District Administrator no later than Thursday, March 17 by 4:00 p.m. Refunds will be made after the conference.
- You can pay by credit card (through the Capital District Kiwanis PayPal account) for both registration and hotel. There is no additional charge, but any changes to registrations after payment will incur a \$10 processing fee per change.
- If paying by check, you can send one check for both registration and hotel payable to Capital District Key Club, or you can send two separate checks (one for registration and one for hotel) that are both payable to Capital District Key Club.
- Clubs may collect checks from individuals but can only submit a maximum of 2 checks with the Conference Registration Forms. (Do not send multiple checks from students with registration materials.)
- Registration confirmation will be sent to the contact person listed on the Conference Registration Forms.
- Adults may not room with students unless the student is his or her own child.
- Chaperones must pass a Kiwanis issued background check.
- Rooms will be assigned as received.
- Please direct all DCON registration question to Kristina Dlugozima at [kmsd512@gmail.com](mailto:kmsd512@gmail.com) or 703-868-6224 and any hotel questions to District Administrator Joe Stankus at [keyclubcapitaldistrict@gmail.com](mailto:keyclubcapitaldistrict@gmail.com) or 804-564-5668.

## Online Registration Information

The Capital District Leadership Conference registration form can be found at <https://fs11.formsite.com/CapitalKeyClub/DCON/>. This registration form is live now and you can begin to register as soon as you have gathered all of your relevant information.

Some helpful hints:

- The e-mail address entered will receive both an e-mail confirmation directly from our program as well as any communications from the district regarding the weekend. E-mails are needed for all chaperones to administer background checks.
- Midway down the form you will be asked whether you plan to pay by check or credit card. If you choose check, just proceed as you normally do. If you choose to pay by credit card, you will have the ability to pay immediately by credit card. If you do not pay at that time, you may request an invoice by e-mail [kmsd512@gmail.com](mailto:kmsd512@gmail.com). We recommend that you finalize number of registrants and hotel rooms prior to payment as all changes to PayPal transactions will incur a \$10 fee as we are assessed a fee from PayPal.

**Do you plan to pay by check or credit card? \***

- Check
- Credit Card

- Advisors will still need to fill out the hotel spreadsheet – please leave the form in spreadsheet format and do not save as a pdf. You will upload that completed spreadsheet to the online form and shown below. The form will not be accepted if there is no document uploaded here.

**Upload your hotel list spreadsheet here \***

Choose File

 No file chosen

- If there is something that needs to be communicated to the Capital District that is not on this form, please use the box for additional comments. This could include if you are sharing chaperones, if you need to request a roommate for an advisor or a student, etc.
- This year we are including delegate registration on the regular registration form in order to cut out some of the excess paperwork and streamline the system. If you do not know who your delegates are going to be when registering, feel free to leave this blank and the advisor will be contacted prior to the District Leadership Conference.
- Invoices – there are two opportunities for you to receive a receipt directly from the system. First, when you complete your registration, you will receive a final page that details the number of registrations and the number of rooms requested. You will also receive an e-mail of the final page to the e-mail listed on the form. If you are requesting roommates and need an edited invoice, please let us know.
- Any questions on registration and the form, please feel free to contact Kristina Dlugozima, [kmsd512@gmail.com](mailto:kmsd512@gmail.com). All hotel questions can be directed to District Administrator, Joe Stankus, [keyclubcapitaldistrict@gmail.com](mailto:keyclubcapitaldistrict@gmail.com).

# KEY CLUB

Capital District

**Please type or print all information.** This form is required for all Key Club members attending designated Capital District Key Club events or activities. The parent, legal guardian, or person in loco parentis for the member must complete this form.

Member Name _____ First Middle Initial Last	<b>Who is the designated chaperone responsible for your Key Club member?</b>  _____ <b>Relationship to member</b> <i>Note: An adult chaperone for Key Club shall be a Kiwanis member, faculty member, parent, legal guardian or person who is in loco parentis, over the age of 21, approved by the school, and registered with and accompanying the Key Club member at the event or activity.</i>
Mailing Address _____ Street Address	
City State/Province Zip/Postal Code Nation	
Sex (circle one) F M Height _____ Weight _____	
Birth Date Month: _____ Day: _____ Year: _____	

Emergency Information In case of emergency, please contact: _____ Relationship to member _____
Phone (_____) _____ Cell phone (_____) _____ Pager (_____) _____
Alternate contact _____ Relationship to member _____
Phone (_____) _____ Cell phone (_____) _____ Pager (_____) _____

Medical Information Health Insurance Company _____ Policy Number _____
Group Name on Insurance Coverage _____
Telephone number or other contact information shown on insurance card _____
Will your Key Club member be taking any prescription medication or over-the-counter drugs of any type? _____
If yes, please explain _____
Has he/she ever been or currently being treated for (circle "Yes" or "No")?
Nervousness? Yes No Rheumatic Fever? Yes No Asthma? Yes No
Convulsion or epilepsy? Yes No Cancer or tumors? Yes No Diabetes? Yes No
Heart Condition? Yes No Headaches? Yes No Allergies to medication? Yes No
High Blood Pressure? Yes No Fainting Spells? Yes No
List any allergies or other medical conditions of which we need to be aware _____

I am the parent or legal guardian for the above-named Key Club member, and give my permission for him/her to attend the convention, conference and/or other event(s) sponsored by Capital District Key Club. I also have read and understand the Code of Conduct shown on the reverse side, and I understand that a violation of certain provisions of these rules may result in the dismissal of my Key Club member from the event. I hereby certify that the information provided above is correct.

In the case of medical emergency, I understand that every effort will be made to contact the emergency contacts listed above. In the event those persons cannot be reached or time does not permit, I hereby give permission to a licensed physician *or other licensed medical provider*, to provide proper treatment, including but not limited to hospitalization, injection, anesthesia and/or surgery, for the above-named Key Club member. On behalf of myself and my ward/minor, I/we hereby **RELEASE, WAIVE AND FOREVER DISCHARGE** Capital District Key Club and its officers, directors, employees, parents and subsidiaries, agents, from any and all claims, liabilities, causes of actions, damages, demands, judgments, executions, liens and costs whatsoever, in law or equity, including, without limitation, liability for death or bodily injuries to any person or damage to any property resulting from any (i) claims made against medical providers of emergency services under this authorization, or (ii) against Key Club International for obtaining medical emergency services for said Key Club member pursuant to this authorization.

**Parent or guardian** \_\_\_\_\_ **Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## CODE OF CONDUCT

Key Club members, adult advisors and invited guests are expected to demonstrate behavior consistent with the high ideals of Key Club and should abide by the provisions of this Code while in attendance at any Capital District Key Club event. Every member will respect the authority of the Sergeant-at-Arms Committee, Key Club administrators, Advisors and designated staff.

### Responsible Behavior

1. All participants are expected to abide by all government laws and regulations.
2. Members must respect the personal property of others as well as the property of any meeting or lodging facility. The placing of signs or messages on the windows of the hotel rooms is prohibited. No material may be affixed to any hotel walls. Any damage caused by a member must be paid for by that member.
3. Members may not possess or consume any alcoholic beverages.
4. Members may not possess or use any drugs or other controlled substance, with the exception of medication prescribed for the attendee.
5. Members may not possess or use tobacco products.
6. Members are expected to abstain from any activity of a sexual nature.
7. Members are expected to not tolerate hazing or any action that creates unnecessary physical or mental discomfort, embarrassment, harassment or ridicule of others.
8. Members may not possess weapons, firecrackers, or anything of a dangerous nature or act in any way unbecoming of a Key Clubber.

### Lodging

1. Members staying in a hotel or other lodging facility must sleep in their assigned room.
2. Female members are not allowed in the room of any male member, and male members are not allowed in the room of any female member.
3. Male and female members may be present together in hospitality suites when an adult chaperone is present.
4. All members are expected to abide by a curfew beginning at midnight and lasting until 5:00 am unless otherwise specified by the hotel. No Key Clubber shall be allowed on balconies after curfew.

### Dress Code

1. All participants are expected to abide by the designated dress code for each session.
2. "Professional" refers to dress shirt, slacks, necktie, sport or suit coat and appropriate shoes for males, and dress or suit, skirt or slacks, blouse, and appropriate shoes for females.
3. "Business Casual" refers to slacks, collared shirt, and appropriate shoes for males, and slacks, skirt or skort, blouse or collared shirt and appropriate shoes for females.
4. "Casual" refers to shorts or jeans, collared shirts, sweatshirts, or appropriate tee-shirts and casual footwear for males, and shorts, skirt, skirt or jeans, collared shirt, sweatshirt, or appropriate tee-shirt and casual footwear for females.
5. At no time will any clothing with inappropriate language or graphics be allowed. Any shirts, shorts, or skirts deemed to be of inappropriate length will not be allowed.
6. All participants are required to wear name badges for all convention events.

### Enforcement

1. Violations of this Code will result in notification to the respective district administrator and event chaperone.
2. Violations involving destruction of property, possession, consumption or use of alcoholic beverages or controlled substances will result in dismissal of the attendee from the event.
3. Notification, in writing, will be made by the Capital District Key Club Administrator or his representative to the school, Kiwanis sponsor and parents of any member disciplined under this section.
4. These rules are effective as of the time you arrive at this event, until the time you depart.

Student \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent or guardian \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

An adult chaperone for Key Club shall be a Kiwanis member, faculty member, parent, legal guardian, or person who is: *in loco parentis*; over the age of twenty-one (21); approved by the school; and registered with and accompanying the Key Club members at the convention. The adult chaperone shall be responsible for the Key Club members assigned to him/her. Ultimately, each Key Club District Administrator shall have authority for all persons in attendance from his/her respective district.



## Media Consent and Release and COVID-19 Waiver

Key Club Member: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

High School: \_\_\_\_\_ State: \_\_\_\_\_

The Key Club Member named above and their parent or legal guardian desire for the Member to participate in-person at the Key Club District Convention in March 2022 in Arlington, VA ("DCON"). This event is sponsored by the Capital District of Key Club International. As lawful consideration for being permitted by Kiwanis to attend DCON, Member and Guardian, on behalf of Member and themselves, agree to all the terms and conditions set forth in both this **Media Consent and Release** and the attached **COVID-19 Release of Liability and Assumption of Risk**.

In addition, Member and Guardian understand all attendees must provide either proof that they are fully vaccinated against COVID-19, as defined by the Centers for Disease Control ("CDC"), or if they are medically unable to receive the vaccine, a negative PCR test from within 72 hours of the start of the conference. We have indicated the form of required documentation that we are providing (select one):

\_\_\_ Copy of CDC COVID-19 Vaccination Card (shown at registration or submitted in advance)

\_\_\_ Negative PCR Test Results from within 72 hours before start of event (submitted at event)

Finally, I agree to abide by COVID-19 safety guidelines and rules set forth by Kiwanis, the Hyatt Regency Hotel, and/or state and local governments during DCON, including but not limited to the requirement to wear a face mask in all function rooms, hallways, and public indoor areas when not actively eating or drinking.

\_\_\_\_\_  
Signature of Key Club Member

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

### CONSENT OF GUARDIAN

I am the parent and/or guardian of the above-named Key Club member. I have the legal right to consent to and do consent and agree to the terms and provisions of the below Media Consent and Release and COVID-19 Release of Liability and Assumption of Risk. By signing, I acknowledge that I have read and understood all of the terms of the agreement below and that I, or the minor I represent as guardian, am voluntarily giving up substantial legal rights, including the right to sue Kiwanis.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

### Section 1: Media Consent and Release

I give permission for the Capital District of Key Club International to post the first and last name of, any photograph(s) of, and any videos including my child, on the Capital District Key Club website – [www.capitalkeyclub.org](http://www.capitalkeyclub.org) and/or on the Capital District of Key Club International Facebook, Twitter, Instagram or other social media pages.

I give permission for Capital District of Key Club International to share any photos or videos of or including my child with Key Club International, which could lead to Key Club International posting of those same items on [www.keyclub.org](http://www.keyclub.org) or any official Kiwanis Family website or social media sites or pages.

## Section 2: COVID-19 Release of Liability and Assumption of Risk

Member and Guardian (hereinafter "we") are aware of the highly contagious nature of bacterial and viral diseases including, but not limited to, the 2019 novel coronavirus disease (COVID-19 (collectively known as the "Disease")) and the risk that we may be exposed to or contract the Disease by attending DCON. We understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. We acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including Kiwanis volunteers or employees. We understand that while Kiwanis has implemented preventative measures to reduce the spread of the Disease, Kiwanis cannot guarantee that we will not become infected with the Disease or other infectious diseases while attending DCON and that attending DCON may increase my risk of contracting the Disease. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, WE ACKNOWLEDGE THAT WE ARE VOLUNTARILY CHOOSING TO ENGAGE IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. WE HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO THE DISEASE, ARISING FROM ENGAGING IN THE ACTIVITY, OR TRAVELING TO PARTICIPATE IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE KIWANIS OR OTHERWISE.

We hereby expressly waive and release any and all claims, now known or hereafter known, against Kiwanis, and its officers, directors, employees, agents, affiliates, members, volunteers, successors, and assigns (collectively referred to as the "Releasees"), on account of injury, illness, disability, death, or property damage arising out of or attributable to attending DCON and being exposed to or contracting the Disease, whether arising out of the negligence of Kiwanis or any Releasees or otherwise. We covenant not to make or bring any such claim against Kiwanis or any other Releasee, and forever release and discharge Kiwanis and all other Releasees from liability under such claims.

We are familiar with federal, state, and local laws, orders, directives, and guidelines related to the Disease, including the Centers for Disease Control and Prevention (CDC) guidance on the Disease. **We will comply with all such orders, directives, and guidelines while attending DCON, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings.** We will also follow all instructions of Kiwanis while attending DCON. We agree that the Member will not attend DCON if Member is experiencing symptoms of the Disease, such as cough, shortness of breath, or fever, if Member has a confirmed or suspected case of the Disease, or has come in contact with a person who has been confirmed or suspected of having the Disease during the period of time currently recommended by the CDC for isolation or quarantine.

We shall defend, indemnify, and hold harmless Kiwanis and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by/awarded against Kiwanis or any other Releasees in a final judgment, arising out or resulting from any claim of a third party related to the Disease due to my engaging in the Activity.

This Agreement constitutes the sole and entire agreement of Kiwanis and the Member and Guardian with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such term shall be severable from this Agreement and shall not affect the validity or enforceability of any other term or provision of this Agreement; further a determination that a term is invalid, illegal, or unenforceable in one jurisdiction shall not invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of Kiwanis and Member and Guardian and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland (the "Designated Jurisdiction"), as specified herein, without giving effect to any choice or conflict of law provision or rule, whether of the Designated Jurisdiction or any other jurisdiction. Solely in the event of a determination by any court or tribunal having jurisdiction over any dispute that arises under this Agreement, that the laws of the Designated Jurisdiction are inapplicable for whatever reason, then this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.