

## **EMERALD BALL DANCESPORT CHAMPIONSHIPS RELEASE, WAIVER, AND INDEMNIFICATION AGREEMENT**

This Release, Waiver, and Indemnification Agreement (“Agreement”) is entered into by the undersigned participant (“Participant”), or if Participant is a minor, by the undersigned parent or legal guardian, in consideration for the opportunity to participate in The Emerald Ball Dancesport Championships (“Competition”) organized by 1849 P.C.H., Inc. (“Organizer”).

### **1. Assumption of Risk & Release of Liability**

Participant acknowledges that participation in the Competition involves inherent risks, including but not limited to physical injury, illness, property damage, and exposure to contagious diseases, such as COVID-19. Participant voluntarily assumes all such risks, whether occurring before, during, or after the Competition.

Participant, on behalf of Participant and Participant’s heirs, executors, administrators, successors, and assigns, hereby fully and forever waives, releases, and discharges the Organizer and its officers, directors, agents, employees, contractors, affiliates, sponsors, and venue partners (collectively, the “Released Parties”) from any and all claims, liabilities, losses, damages, costs, or expenses arising out of or related to participation in the Competition, including but not limited to those arising from exposure to COVID-19 or other communicable diseases, the use of any event facilities or the negligence of Released Parties to the fullest extent permitted by law, excluding gross negligence or willful misconduct.

### **2. Indemnification**

Participant agrees to **indemnify, defend, and hold harmless** the Organizer, its **officers, directors, employees, agents, contractors, volunteers, affiliates, successors, and assigns** (collectively, the “Released Parties”) from and against **any and all claims, demands, actions, suits, damages, losses, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys’ fees and costs)** arising out of or related to:

- Participant’s conduct;
- Participant’s participation in the Competition; or
- Any breach of this Agreement by Participant.

This indemnification obligation shall survive the termination or expiration of this Agreement.

### **3. Medical Treatment Consent**

Participant authorizes the Organizer to seek emergency medical treatment for Participant to the extent reasonably necessary under the circumstances. Participant understands that Participant is solely responsible for any resulting medical expenses.

### **4. Compliance with Rules**

Participant agrees to comply with all official Competition rules and regulations as issued by the Organizer. A copy of the rules is available to all participants at EmeraldBall.com.

### **5. Media & Intellectual Property Release**

Participant grants the Organizer the irrevocable, royalty-free right to record, reproduce, publish, distribute, and otherwise use Participant’s name, image, likeness, voice, performance, and biographical information in connection with the Competition in any media now known or later developed, worldwide, and in perpetuity. This includes, but is not limited to, photographs, audio recordings, video recordings, live broadcasts, and Internet streaming.

Participant acknowledges that all such recordings and related intellectual property shall be the sole property of the Organizer. Participant further waives any right to inspect or approve the finished product, any use of Participant’s name, image, likeness, voice, performance, and biographical information, or the advertising copy or other media that may be used in connection therewith.

Participant understands and agrees that Participant will not receive any compensation for the use of such media and that the Organizer may use the recordings for any lawful purpose, including but not limited to promotional, marketing, and educational purposes.

## 6. Refunds & Cancellations

- **Refund Deadline:** Requests for refunds of competitor entry registration fees must be submitted **no later than 30 days before the start of the Competition.**
- **Refund Processing:** If approved, refunds will be issued **within 30 days after the event.**
- **Late Cancellations:** Cancellations made **after the 30-day deadline** will **not be eligible for a refund**, but may receive **credit toward a future event** in cases of a documented emergency. A **physician's certificate**, a **death certificate**, or similar proof of the emergency is required to qualify.
- **Processing Fee:** A **\$100 processing fee** applies to all cancellations, regardless of refund or credit.
- **Ticket Sales:** **No refunds or exchanges** are available for ticket purchases. **All ticket sales are final.**

## 7. Scholarship Prize Acknowledgment

Participant acknowledges that eligibility for scholarship prizes is subject to entry minimums and performance rules set by the Organizer. Prizes may be reduced if fewer than six qualified participants compete in any category.

## 8. Governing Law & Jurisdiction

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada, without regard to its conflict of laws principles, to the fullest extent permitted by applicable law. Any disputes arising out of or related to this Agreement shall be brought exclusively in the state or federal courts located in Clark County, Nevada, and Participant consents to the personal jurisdiction of such courts.

## 9. Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder shall continue in full force and effect.

## 10. Acknowledgment

By signing below, Participant affirms that Participant has read, understood, and voluntarily agrees to the terms of this Agreement. If Participant is a minor, the parent or legal guardian affirms full legal authority to execute this Agreement on Participant's behalf.

BY SIGNING BELOW, YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT

TO SUE THE RELEASED PARTIES FOR ORDINARY NEGLIGENCE.

### Adult Competitors:

Dated: \_\_\_\_\_  
Participant Name: \_\_\_\_\_  
Signature: \_\_\_\_\_

### **If Participant is under 18:**

Dated: \_\_\_\_\_  
Participant Name: \_\_\_\_\_  
Signature: \_\_\_\_\_

Dated: \_\_\_\_\_  
Participant Name: \_\_\_\_\_  
Signature: \_\_\_\_\_