

EVENT DATES: JANUARY 26, 27 & 28, 2024

In consideration of the opportunity to participate in the "Snow Ball DanceSport Competition" (herein the "Competition") sponsored by The Performance Consortium, Inc., a Minnesota corporation, as well as the chance to compete for prize and scholarship money in the Competition, Participant, or the parent/legal guardian on behalf of Participant, hereby agrees to the following terms and conditions:

Release and Indemnification:

Participant hereby forever releases and discharges The Performance Consortium, its officers, directors, shareholders as well as any person, employee, subsidiary, affiliate, party, or business entity that is affiliated with, sponsors or organizes the "Snow Ball DanceSport Competition" ("Event Organizers") from liability for the following: (1) loss or theft of articles left in Changing Rooms, the Ballroom, or Hotel Rooms; (2) injuries sustained by any participant or any other person attending this event and Participant or any other person attending this event and Participant acknowledges that (s)he attends this event at his/her own risk; (3) any liability or claims arising from the production, exhibition, transmission, distribution or use of commercial material authorized in the Agreement; and (4) any claims, demands, suits and actions which Participant ever had, now has, or may have based upon any agreements previously made or herein made. Participant shall defend, indemnify and hold Event Organizers, the NDCA, or the World Pro/Am DanceSport Series harmless from and against any and all claims, demands, losses, suits and expenses relating to this Release and Authorization arising out of Participant's actions or negligence.

Agreement Regarding Rules and Regulations:

Participant agrees that he/she and all persons attending this event with Participant, whether as spectators, competitors, officials, or guests are obligated to adhere to the "Official Rules." A copy of the Official Rules shall be available to Participant in the competition package or may be obtained from the registrar.

Late Fees:

Entries submitted after the deadline will be charged \$50 per person.

Cancellation/Refund Policy:

The deadline for a refund on a cancellation is 30 days prior to the date the competition commences. Refunds will be made by mail, 30 days following the completion of the competition. If the Organizer is notified of cancellations after the deadline, credit toward the following year will be considered in cases of emergency only and must accompany a Doctor's Certificate. There will be a minimum of \$100 processing fee, per participant, for cancellations.

No substitutions will be allowed for entry cancellations at the event.

No exchanges or refunds will be made on admission tickets.

ALL TICKET SALES ARE FINAL.

Authorization For Use of Participant's Image For Commercial Gain:

Participant hereby irrevocably grants The Performance Consortium, Inc., the sole and exclusive right to use, refer to and reproduce programs by means of video tape recording or any other method of media reproduction, hereinafter referred to as "reproductions." Participant authorizes Event Organizers to edit and arrange the reproductions, using Participant's name, voice, likeness, acts, poses, appearances and utterances as part of and in connection with the Snow Ball DanceSport Competition ("Snow Ball"). Participant authorizes Event Organizers to exhibit, transmit, distribute, and use in any manner, any aspect of Participant's performance at the Snow Ball contained in a reproduction in any advertising, publicity, promotion, video tape in any form of media, throughout the world without limitation. Participant acknowledges that all reproductions shall be the Snow Ball's and the Event Organizer's sole and exclusive property. Participant hereby waives any right which Participant may have to compensation (including but not limited to, royalty payments) from the inclusion of Participant's performance in any type of commercial product or reproduction contemplated in this Release and made by Event Organizers which is later sold and/or distributed. Participant hereby authorizes that any and all copyright protections and entitlement which would be afforded to Participants as a performer shall be vested in the Event Organizers and not Participant. All copyrights created relating to reproduction in which Participant's name, likeness, image, voice, and/or performance if featured, shall be the sole and exclusive property of Event Organizers. Participant waives any right to copyright enforcement and protection regarding any reproduction which includes any aspect of Participant or Participant's performance.

Signature:

The undersigned Participant hereby warrants that he/she is a least eighteen (18) years of age or older or the parent/legal guardian of Participant under eighteen (18) years of age acting on behalf of the Participant hereby warrants Participant has the full consent of such parent/legal guardian to participate in the Competition and that the undersigned has the full right, power, and authority to enter into this Release and Authorization without the necessity of the consent or authority of any other party. I have read, understand and agree to abide by the terms and conditions of the RELEASE AND AUTHORIZATION.

NEXT: RELEASE AND AUTHORIZATION SIGNATURE FORMS...

All General Competitors

THIS FORM MUST BE SIGNED IN ORDER TO PARTICIPATE.

IF YOU ARE UNDER 18 YEARS OF AGE A PARENT OF GUARDIAN MUST SIGN THIS FORM FOR YOU.

I have read, understand, acknowledge and agree to abide by the terms and conditions of the RELEASE AND AUTHORIZATION (page 21).

BY EXECUTING WHERE INDICATED BELOW, RELEASOR HEREBY ACCEPTS THE TERMS HEREOF IN THEIR ENTIRETY AS OF THE DATE SET FORTH BELOW.

STUDIO _____

NAME (print) _____ SIGNATURE _____ NDCA# _____ DATE _____

NAME (print) _____ SIGNATURE _____ NDCA# _____ DATE _____

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NAME (print) _____ SIGNATURE _____ NDCA# _____ DATE _____

NAME (print) _____ SIGNATURE _____ NDCA# _____ DATE _____

NAME (print) _____ SIGNATURE _____ NDCA# _____ DATE _____

NAME (print) _____ SIGNATURE _____ NDCA# _____ DATE _____

NAME (print) _____ SIGNATURE _____ NDCA# _____ DATE _____

PARENT / LEGAL GUARDIAN:

NAME (print) _____ SIGNATURE _____ DATE _____

