



## TERMS & CONDITIONS OF PARTICIPATION 2022-2023

Participation in events hosted by CheerExpo Cheerleading and Dance Event Inc (hereafter CheerExpo) is optional. By participating in the event(s), or initiating intent to participate in the event(s) (I.E. By submission of registration documents or payment on the Participant's behalf, from the club, gym, school, studio, individual, organization or association of which the Participant is a member), acceptance the following Terms and Conditions is legally assumed by all Participants and/or their Parents/Legal Guardians:

**RELEASE OF LIABILITY** : The Participant and/or the Parent/Legal Guardian releases CheerExpo Cheerleading and Dance Events Inc as the hosting bodies and host venue(s) (virtual/online or on location which may include a school, university, arena, convention centre, etc.), any and all sponsors of the event(s), all vendors at the event(s) (collectively the "Releasees") and all of the directors, officers, employees, sub-contractors, agents or representatives of each of the Releasees from any and all liability whatsoever from any claim, demand, action or cause of action of any kind arising from any damages, illness, injuries of any kind or death of the participant, as a result of or caused directly or indirectly by the Participant attending, participating or competing in the event(s).

**USE OF IMAGES OR RECORDINGS FOR/OFF THE EVENT(S)** : The Participant and/or the Parent/Legal Guardian hereby transfers and assigns to CheerExpo and its successors, the exclusive royalty free right to make recordings or use submitting recordings, and utilize the Participant's image and/or voice for the purposes of CheerExpo for the event(s), virtual (online) event(s), for any future event(s), for judge training purposes, for advertising and promotion in general or for any other commercial purpose. The Participant and/or the Parent/Legal Guardian waives any right to monitor, inspect or approve any such recordings or the use of any such recordings. Virtual (online) event(s) will be available on the world wide web and will not be geo-blocked.

**REFUNDS** : Refunds of registration will be issued if the event (online or live) is cancelled by CheerExpo due to low registration. If the event must be canceled for reasons outside of CheerExpo control (act of god, severe storm, terrorist attack, extensive venue damage, pandemic or any other force majeure circumstance) refunds will not be issued. Credits or partial credits may be issued towards future events in some cases and will be pro-rated based on when credit is used. CheerExpo reserves the right to re-schedule, postpone or make adjustments to events if necessary.

**MEDICAL RELEASE** : The participant and/or the Parent/Legal Guardian certifies that the participant does not suffer from any physical disability, sickness, or medical condition which would pose risk to the Participant or others while attending, participating or competing in any CheerExpo event in the 2022-2023 season and understands that CheerExpo is relying on this certification. The Parent/Legal Guardian acknowledges that there is a risk to the Participant of sustaining an injury or sickness (minor, serious, catastrophic or fatal) by reason of attending, participating or competing in the event(s). The Parent/Legal Guardian, on his or her own behalf and on behalf of the Participant, hereby assume all responsibility for any such risk and releases CheerExpo as the hosting body, the host venue and any sponsors of the event(s), from any claim, demand action of cause of any kind with respect to such injury or sickness. Notwithstanding that CheerExpo has no obligation to do so; the Parent/Legal Guardian authorizes CheerExpo to arrange treatment for the Participant in the event of injury during a live in-person event. If no medical treatment is provided, or if the treatment is ineffective, CheerExpo will not be liable in any way. The Parent/Legal Guardian shall be responsible for all costs of any such treatment (ambulance fees, etc.) and holds harmless CheerExpo or its agents in this regard.

Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.