



2023 Waiver

Studio Name: _____ **Competition Event City:** _____

Covid-19

Fusion Dance Competition, LLC ("Fusion National Dance Competition", "Fusion") is pleased to resume its dance competitions. Fusion wishes to advise all participants and their families about the risk relating to Covid-19. As most people know, the novel coronavirus, also known as Covid-19, is a contagious disease that has spread throughout most countries of the world. The World Health Organization declared Covid-19 to be a worldwide pandemic.

Fusion is pleased to again stage dance competitions for its loyal studios and dancers. In doing so, Fusion will continue to closely monitor applicable state and local orders and government guidances, including guidances from the Centers for Disease Control and Prevention ("CDC"). At its events, Fusion will strive to limit any risk of infection by complying with state, local and federal guidelines and recommendations. As such, you may see some differences in our events compared to the pre-pandemic events that we have staged.

Even with all the steps taken by Fusion, we of course, like any other business, cannot guarantee that you or your child[ren] will not be exposed to Covid-19. Therefore, by signing this document, you acknowledge that you are voluntarily assuming the risk that you or your child[ren] may be exposed or infected by Covid-19 at a Fusion event and that such exposure could potentially result in illness, injury, disability or even death.

By choosing to bring your child[ren] to one or more Fusion events, you are hereby waiving, releasing and discharging Fusion (and any of its officers, employees, contractors, hotel or venue) from any liability relating to Covid-19 on your behalf and on behalf of your child. By signing below, you are knowingly and voluntarily waiving, to the fullest extent permitted by applicable law, the benefits of any statute, law, rule or common law principal which may limit the scope of this release/waiver and you are voluntarily assuming the risk of any infection that you or your child[ren] may suffer as a result of attending any Fusion event.

Finally, we are cautioning you that you must not bring any child (yourself or any other person) to any Fusion event if that child (yourself or any other person) is suffering any symptoms associated with Covid-19, such as fever sore throat, shortness of breath, chills, muscle pain, new loss of taste or smell, gastrointestinal symptoms (like nausea, vomiting, diarrhea), and cough. If you, your child or any other person attending with you are suffering any such symptoms, please notify us immediately and cancel your child's participation.

Physical Injury

I ("I", "me", "Participant"), have elected, on a voluntary basis, and, if I am under the age of 18, with the acknowledgement and permission of my parent or legal guardian (individually and collectively referred to herein as "Guardian"), to participate in dance and other athletic performance-related activities (individually and collectively, "Activities") for which I am registered with Fusion Dance Competition, LLC ("company"), which may include, without limitation, participation in Fusion National Dance Competition and/or events to be named subsequent to the date hereof (individually and collectively, "Events"). I and my Guardian hereby represent and warrant that: (i) I am aware that participation in the Activities presents certain risks, (including, without limitation, brain injury, severe bodily harm and/or death) and I am aware that equipment problems and human error can contribute to or cause such injuries; (ii) I am aware that my risk of injury may be increased if I suffer from conditions that may be affected by physical exertion, and I represent and warrant that I am in good health and do not suffer from any such condition(s) (including, but not limited to neck, back, heart and breathing problems and pregnancy); (iii) no representations of any kind have been made to me by Company or Company's employees or contractors or personnel regarding my ability to participate in the Activities; and (iv) my participation in the Activities is not employment and is not subject to union or collective bargaining agreement, and does not entitle me to wages, salary, corporate benefits, unemployment or worker's compensation benefits, or other compensation. I knowingly and voluntarily assume all risks associated with the Activities, and I and my Guardian unequivocally agree to incur and assume such risks as a condition to my participation in the Activities. I represent and warrant that I have reviewed this waiver ("Waiver") with my Guardian and I have obtained the permission of my Guardian to enter into this Waiver, as evidenced by my Guardian's signature/s below. I and my Guardian agree and acknowledge that this Waiver is applicable to all Company Events and all Activities in which I participate at any time and is a perpetual Waiver for all such Events and Activities.

I and my Guardian agree and acknowledge that I may only attend Events under the supervision of a chaperone who is at least 21 years of age ("Chaperone"), that such Chaperone is responsible for my supervision at all times, and that Company is not responsible in any way or to any extent for supervision of me or for my welfare during my attendance at Events and participation in Activities.

Appearance Agreement

I understand that Fusion Dance Competition, LLC from time to time produces audio-visual programs, promotions, and other materials relating to its Events. I and my Guardian hereby grant Company and its agents, successors, assigns and licenses the perpetual right to use my name, likeness, biographical information, photographs voice, personal characteristics and other personal identification (collectively "Likeness") and any digital, videotape, sound and audio-visual recordings in any way (collectively "Recordings") in any and all manner and media, now known or hereafter devised, throughout the world, for any and all purposes including, without limitation, in productions and in connection with the advertising and promotion of productions and/or Company, provided that Company is under no obligation to exercise any of the foregoing rights.

Dispute Resolution

I, on behalf of myself, my child, and my heirs, successors and assigns, hereby acknowledge that the Company and I agree to the following Dispute Resolution Procedures.

(a) Any and all disputes arising from the Competition shall be submitted to mediation, and if the dispute is not resolved in mediation, then arbitration, in accordance with the applicable commercial arbitration rules of the American Arbitration Association (“AAA”), except as those rules conflict with applicable Georgia law. For the avoidance of doubt, any dispute regarding the effectiveness of this waiver or dispute resolution provision shall itself be subject to the duty to mediate and then arbitrate the dispute. The fees and costs of the arbitrator and the arbitration and administrative fees shall be borne equally by the parties. The AAA’s procedures are publicly available and may be found on the AAA’s website (www.adr.org).

(b) Any arbitration hearings shall be held in Atlanta, GA, unless the Company and I mutually agree otherwise. All substantive rights provided under any applicable statute and/or law, the right to representation by counsel, an opportunity for reasonable discovery, a neutral arbitrator, a fair arbitral hearing, and a written arbitral award containing findings of facts and conclusions of law shall be available in the arbitration.

(c) The award issued by the arbitrator shall be final and binding on me, my child, my heirs, successors and assigns and the Company, and judgment on the award may be entered in any court of competent jurisdiction fully in accordance with the Federal Arbitration Act, or analogous state law, with the intent of adhering to the national policy favoring the arbitration of disputes. In any action to enforce an Arbitration Award, the prevailing party will be entitled to reimbursement of its costs and fees, including reasonable attorney’s fees.

(d) I fully understand and agree that this arbitration provision constitutes a waiver of my right (and that of my child, and my heirs, successors and assigns) to adjudicate all claims in court and before a jury, and the parties are instead opting to arbitrate any such claims. Further, to the extent permitted by law, I agree that I may not assert any claim against the Company, its owners, subsidiaries, affiliates, employees and/or agents or any of the Indemnified beyond the sooner of the applicable statute of limitations or 180 days after the occurrence of any act allegedly giving rise to such claim.

IN CASE OF EMERGENCY, I and my Guardian authorize Fusion Dance Competition, LLC and Fusion’s agents, employees, representatives and contractors to arrange for or provide such medical assistance to me as any of them deems necessary, and authorize any physician, other medical or paramedical provider and any medical facility to provide medical or surgical care, including without limitation anesthetization and hospitalization, which any of them may determine to be necessary or advisable, pending receipt of a specific consent from me. If my condition renders me incapable (as determined by Company and/or medical provider) of providing specific consent at the time that medical provider present determines any treatment to be necessary and/or advisable in such the medical provider’s sole discretion, I and my Guardian authorize such provider to administer such treatment without the need for further consent. I and my Guardian acknowledge that I will be responsible for paying for any medical treatment that I may receive as a result of injuries or illness suffered during my attendance and/or participation in the Event and Activities.

ATTESTATION

I am at least 18 years old. I have read this waiver, assumption, indemnification and arbitration agreement carefully. I fully understand its terms. I executed this Agreement knowingly, freely, and voluntarily without any inducement, duress or coercion, intending to be legally bound.

Fusion National Dance Competition thanks you for your understanding and loyalty.

Please complete following info as it applies

Parent/Guardian

Name: _____/First _____/Last _____DOB

Parent/Guardian Signature *Parent/Guardian Email Address* *Date*

Dancer

Name: _____/First _____/Last _____DOB

Dancer Signature if 18 Years of Age or Older *Dancer Email Address if 18 Years of Age or Older* *Date*

Dancer

Name: _____/First _____/Last _____DOB

Dancer

Name: _____/First _____/Last _____DOB

Dancer

Name: _____/First _____/Last _____DOB