Emerald Ball

DANCESPORT CHAMPIONSHIPS

Pro/Am & Student/Student

Adult Single Dance Entry Form

Deadline: March 31st, 2022

Make checks payable to **Emerald Ball**

Mail to: **9081 W. Sahara Ave, Suite 190**
Las Vegas, NV 89117

Phone: **702-256-3830**

Email: **Info@emeraldball.com**

Leader: _____ Pro or Student (Please circle one)

Follower: _____ Pro or Student (Please circle one)

Studio: _____ Pro / Am NDCA#: _____
(Please circle one)

Street Address: _____ Am NDCA#: _____

City/State/Zip: _____

Pro's Email: _____ Phone: _____

☐ *Check box if you want your email to be on the mailing list*

Student's Email: _____ Phone: _____

☐ *Check box if you want your email to be on the mailing list*

Gender

☐ Male ☐ Female

Age Category (Please circle appropriate Age & Dances)

A1(18-30) A2(31-40) A3(41-50) B1(51-60) B2(61-70) C1(71-80) C2(81+)

Closed One Dance Restricted Syllabus Championships (Students may only dance 2 age divisions and 4 Closed levels)

Event Level	Int Ballroom	Int Latin	Amer Smooth	Amer Rhythm	Fees
Beg. Bronze	W T VW F Q	C S R P J	W T F VW P	C R ECS B Ma Sam	
Pre-Bronze	W T VW F Q	C S R P J	W T F VW P	C R ECS B Ma Sam	
Int Bronze	W T VW F Q	C S R P J	W T F VW P	C R ECS B Ma Sam	
Full Bronze	W T VW F Q	C S R P J	W T F VW P	C R ECS B Ma Sam	
Pre-Silver	W T VW F Q	C S R P J	W T F VW P	C R ECS B Ma Sam	
Int Silver	W T VW F Q	C S R P J	W T F VW P	C R ECS B Ma Sam	
Full Silver	W T VW F Q	C S R P J	W T F VW P	C R ECS B Ma Sam	
Pre-Gold	W T VW F Q	C S R P J	W T F VW P	C R ECS B Ma Sam	
Int Gold	W T VW F Q	C S R P J	W T F VW P	C R ECS B Ma Sam	
Full Gold	W T VW F Q	C S R P J	W T F VW P	C R ECS B Ma Sam	

Open One Dance Unrestricted Championships *(Students may only dance 2 age divisions and up to 3 Open levels * See Rules & Regulations)*

Event Level	Int Ballroom	Int Latin	Amer Smooth	Amer Rhythm	Fees
Open Bronze	W T VW F Q	C S R P J	W T F VW P	C R ECS B Ma Sam	
Open Silver	W T VW F Q	C S R P J	W T F VW P	C R ECS B Ma Sam	
Open Gold	W T VW F Q	C S R P J	W T F VW P	C R ECS B Ma Sam	
Advanced	W T VW F Q	C S R P J	W T F VW P	C R ECS B Ma Sam	

Session Tickets Are Included

Event Fees	**$**
[Late Fees] after March 31st - $20 per person	**$**
[Late Fees] after April 10th - $50 per person	**$**
GRAND TOTAL DUE	**$**

(over for release form & credit card authorization)

ACKNOWLEDGMENT AND ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

This Release, Liability Waiver and Indemnification Agreement ("Release") is between 1849 P.C.H., Inc. ("Company") and the undersigned below ("Releasor"). The novel coronavirus and the disease it causes known as COVID-19 (collectively, "COVID-19") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Company is committed to providing a safe experience for the Emerald Ball Dancesport Championships ("Competition"). Although the Company is taking and has taken preventive measures to reduce the spread of COVID-19, risk cannot be eliminated and the Company cannot guarantee that the Releasor will not become infected with COVID-19. Releasor acknowledges that Releasor has a responsibility to take their own steps to promote safety in the Competition in a safe manner.

1. Release from Liability. Releasor, on Releasor's own behalf and on behalf of Releasor's heirs, assigns, successors, executors, and administrators (collectively, the "Releasing Parties"), hereby fully releases, indemnifies and holds Company and W.D. Eng, Inc., along with their respective affiliates, predecessors, successors, parents, subsidiaries, representatives, consultants, contractors, releasors, directors, officers, clients, licensees, assigns, and/or agents, as well as any fellow competitors (collectively, the "Released Parties") harmless, forever and unconditionally, from any claim, loss, cost, injury, or damage (including without limitation attorneys' fees and related costs), in law or equity, known or unknown, existing or claimed to exist (each, a "Claim") that arises out of or relates to Releasor's exposure to or infection by by COVID-19 arising out of and/or related to the Competition, including but not limited to travel to/from the venue, accommodation, training for or participation in the Competition or any Company-sanctioned activity, use of any of the Company's equipment or facilities and/or using any equipment or facilities rented or leased by the Company.

2. Acknowledgement and Assumption of Risk. Releasor acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that Releasor may be exposed to or infected by COVID-19 arising out of and/or related to the Competition, including but not limited to travel to/from the venue, accommodation, training for and participation in the Competition or any Company-sanctioned activity, use of the Company's equipment or facilities and/or using any equipment or facilities rented or leased by the Company and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Releasor understands that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of Releasor's own acts or those of others. Releasor assumes full responsibility for any loss, damage or personal injury, illness or disability including death, that Releasor may sustain as a result thereof, whether caused by the negligence of any of the Released Parties or otherwise, including without limitation as a result of negligent emergency operations. Releasor hereby represents and warrants that, to the best of Releasor's actual or constructive knowledge, there is no reason, medical or otherwise, that would make any such participation or use unusually hazardous for Releasor personally. Releasor voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any personal or economic claim, liability or loss of any kind to Releasor (including, but not limited to, loss, damage, personal injury, illness or disability including death) that Releasor may experience or incur in connection with Releasor's relationship with Company (collectively, "Claims"). Releasor hereby releases, discharges, and hold harmless the Released Parties of and from the Claims, including all liabilities, claims actions, damages, costs or expenses of any kind arising out of or relating thereto. Releasor understands and agrees that this Release includes any Claims based on the actions, omissions, or negligence of the Released Parties, whether a COVID-19 infection occurs before, during, or after Releasor's participation in the Competition.

3. Medical Consent/Treatment. Releasor hereby consents to be tested for COVID-19 at any time throughout the Competition (including pre- and post-). In the event of an emergency, Releasor hereby authorizes Company to secure from any licensed hospital, physician, or licensed medical personnel any treatment deemed reasonable and necessary for Releasor's immediate care. Releasor agrees that Releasor will be responsible for payment of any and all medical services rendered.

4. Covenant Not to Sue. Releasor agrees, on behalf of Releasor and all the Releasing Parties, not to sue the Released Parties or initiate or assist in the prosecution of any Claim for damages or cause of action against the Released Parties which Releasor or the Releasing Parties may have as a result of any personal injury, death or damage the Releasor may sustain due to COVID-19 arising out of and/or related to the Competition, including but not limited to travel to/from the venue, accommodation, training for or participation in the Competition or any Company-sanctioned activity, use of any of the Company's equipment or facilities and/or using any equipment or facilities rented or leased by the Company.

5. Indemnification. Releasor hereby agrees to defend, indemnify and hold harmless the Released Parties from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage due to COVID-19 sustained by reason of or arising out of and/or related to the Competition, including but not limited to travel to/from the venue, accommodation, training for or participation in the Competition or any Company-sanctioned activity, use of any of the Company's equipment or facilities and/or using any equipment or facilities rented or leased by the Company

6. Binding Effect. It is Releasor's express intent that this Release bind Releasor's family members, spouse, heirs, assigns, personal representatives, and anyone else entitled to act on Releasor's behalf to the extent that any such individual is actually acting on the Releasor's behalf. This Release is deemed as a release, waiver, discharge and covenant not to sue the Released Parties.

7. Governing Law and Venue. Releasor covenants and agrees that this Release shall be construed in accordance with the laws of the State of California and that any mediation, suit, or other proceeding relating to this Release and any activities covered hereby must be filed or entered into only in the Federal or State courts located within Los Angeles County, California.

8. Severability. Any portion of this Release deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining portions hereof and/or this Release as a whole to the full extent authorized by law.

9. Waiver. No waiver of any term or right in this Release shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this Release shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Release thereafter.

10. Releasor Acknowledgement. Releasor acknowledges and agrees that the Releasor has read and fully understands this Release and understands that the Releasor has given up substantial rights by signing it. Releasor acknowledges and agrees that Releasor has been advised by Company to consult with their own attorneys concerning the terms hereof. Releasor certifies that Releasor has reached the age of majority, has signed under Releasor's own free will, and is not suffering under any legal duress (including without limitation undue influence or coercion to sign) or other disabilities. Releasor understands that this signed release will be retained in his Releasor personnel file by Company.

11. Entire Agreement; Modification. This Release is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this Release shall be valid unless in writing and signed by authorized representatives of the parties. This Release shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

By executing where indicated below, Releasor hereby accepts the terms hereof in their entirety as of the date set forth below.

Signature: _____ Printed Name: _____

Signature: _____ Printed Name: _____ Date: _____

RELEASE AND AUTHORIZATION

Event Dates: April 26th - May 1st, 2022

In consideration of the opportunity to participate in "The Emerald Ball Dance Sport Championship"(herein "the Competition") sponsored by 1849 P.C.H., Inc., a Nevada 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 1849 P.C.H., Inc., its officers, directors, shareholders as well as any person, employee, subsidiary, affiliate, party, or business entity that is affiliated with, sponsors or organizes "The Emerald Ball Dance Sport Championship" ("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 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 this 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 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.

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 $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 to 1849 P.C.H., 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 Emerald Ball Dance Sport Championship ("the Emerald Ball"). Participant authorizes Event Organizers to exhibit, transmit, distribute, sell and use in any manner, any aspect of Participant's performance at the Emerald Ball contained in a reproduction in any advertising, publicity, promotion, video tape or in any field and form of media, throughout the world without limitation. Participant acknowledges that all reproductions shall be the Emerald Ball's and the Event Organizers 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 protection and entitlement which would be afforded to Participant as a performer shall be vested in the Event Organizers and not Participant. All copyrights created relating to reproductions in which Participant's name, likeness, image, voice, and/or performance is 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.

ACKNOWLEDGMENT OF PRIZES:

Participant acknowledges that he or she is competing to potentially receive scholarship prize money in the Open & Closed categories. Closed Scholarships are open to only Bronze and Silver Students. Only closed figures are allowed. Open Scholarships are open to students at any level and are not restricted to any figures. Senior Scholarships are open to students who are over the age of 51 and are not restricted to any figures. All scholarship events are unisex. To qualify for scholarship events, the student must enter a minimum of 5 pro\am entries per scholarship event entered (4 in the Smooth category).

SIGNATURE

The undersigned Participant hereby warrants that he/she is at 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 this RELEASE AND AUTHORIZATION.

Participants

_____ _____

Signature of Participant Date

_____ _____

Signature of Participant Date

Parent/Legal Guardian:

_____ _____

Signature of Parent/Legal Guardian Date

(A 4% administrative fee will be charged for all payments made with a credit card)

Subtotal:	$	4% Admin Fee:	$
Please charge the total amount:	$		
Name on Card:			
Credit Card Number:		Exp. Date:	CVC:
Billing Address:			
City:			
State/Country:			
Zip/Postal Code:			
Daytime Telephone Number:			
Fax:			
Signature of Card Holder:			