



LEGAL STUFF

1. BINDING AGREEMENT

By entering a Cheerbrandz or Dancebrandz event you are agreeing to the rules, regulations and waivers as set out below and contained in the terms and conditions on our website. You are also agreeing that these terms and conditions, rules and waivers will be binding on the Gym as a whole including the Gym Owners/Directors, Coaches, Advisors, Gym Employees, Athletes and Participants.

2. RULES AND REGULATIONS

Please find set out below the rules and regulations for all Cheer & DanceBrandz Events. In an effort to maintain the integrity and professionalism of our Events, we require agreement to the following. It is our goal to offer a positive event where good sportsmanship is the major theme, and all rules and safety rules are followed. We strive to uphold the highest standards and promote this to the best of our abilities, and believe that coaches/advisors/directors are instrumental in promoting and instilling this among their respective team members.

3. SAFETY

- (a) We understand that cheerleading is a competitive activity, which requires the proper training techniques for all athletes under our direction.
- (b) We attest we have been properly trained in basic cheerleading techniques, proper skill progression, and safety precautions.
- (c) We understand it is our ethical duty to put the interest and safety of our athletes first, and not to put cheerleaders under our direction at risk unnecessarily.
- (d) As the person in charge and responsible for the Team participating in the Event I understand that I must obtain all athlete waivers and advise all athletes or parents of athletes the waiver they are agreeing to as part of their entrance into the Event. I/we therefore certify, represent, and warrant that we have obtained all necessary waivers. I/we fully understand we may be liable in relation to any claims by our athletes for any injuries suffered at the Event. In the event any of your athletes/participants/families make any claims against Cheerbrandz or Dancebrandz, you agree to defend, indemnify, and hold harmless the Producer and its representatives from any and all liability, damages, and expenses (including reasonable attorney's fees and costs) that the Producer may incur as a result of your or your team's failure to use proper safety techniques and or from your failure to obtain any necessary athlete waivers.

4. SPORTSMANSHIP

- (a) We will support Cheerbrandz & Dancebrandz and represent our program with integrity, including on all social media.
- (b) We understand our position as a role model for our teams and will conduct ourselves in a professional manner at all times; and we understand that our behavior is subject to disciplinary action if violated according to the Professional Responsibility Code.
- (c) We will display good sportsmanship and require such of our cheerleaders, dancers, parents/family of performers, including on all social media.
- (d) Smoking and the use of alcohol by an athlete is prohibited at any Cheerbrandz & Dancebrandz event location.
- (e) **Athlete Behavior** - Athletes of teams at any Cheer or DanceBrandz Event are expected to exhibit the utmost of sportsmanship, respect and support throughout the entire event. The directors, coaches and advisors of each team is responsible for seeing that team members, coaches, parents and any other persons affiliated with the team conduct themselves accordingly Teams will be assessed a point penalty for exhibiting unsportsmanlike, unprofessional, disrespectful and/or unsupportive behavior. The amount of the penalty will be determined by the competition officials.
- (f) **Recruiting Of Athletes/Promoting At Events** - The recruiting of athletes and promoting your gym/studio to explicitly recruit is strictly prohibited at all Cheer and DanceBrandz events. The following are examples of what is not allowed:
 - (i) Flyers that are handed out detailing tryout information, studio location, number, website etc. inside arena/competition area and/or parking lot. (The handing out of inspirations/good luck messages is allowed as long as there is no promotional information other than studio/team name).
 - (ii) Coaches, owners, directors, etc. talking to other athletes about attending their studio.Recruiting of athletes/promoting gym at any event may result in a 2.0 point deduction, removal of owners/directors/coaches, disqualification, etc.

Teams may report any issues to event management, but in order for us to assess a point deduction or disqualification, a member of our staff must actually witness such conduct and deem it unsportsmanlike. We cannot make a ruling based on hearsay alone.

5. CHEER & DANCE USASF RULES

Cheerbrandz and Dancebrandz will follow the latest USASF General Rules, Age Grid and Level Rules.

Please refer to <http://www.USASF.net> for all rules and the complete glossary of terms.

Cheer – For more information refer to the United States All Star Federation at www.usasfrules.com.

Dance - For more information refer to the USASF Dance rules [click here](#).

6. COMPETITION AREA

(a) **Cheer Floor** - Approximate floor size for cheer will be 16m wide by 12m deep (9 strips spring floor). Note: some smaller New Zealand events use a 7 strip floor.

(b) **Dance Floor** - Approximate floor size for dance will be 16m wide by 12m deep (8 strips marley floor). Note: New Zealand events use a 7 strip marley floor.

(a) **Start & End on Floor** - Participants must start and end in the competition area and may line up anywhere inside the competition area to begin their routine. The competition area will be determined by the tournament director according to the size of the facility being used.

(d) All skills must originate and be completed within the competition boundary. No lineups, skills, or transitions are allowed outside of the competition boundary. The competition boundary is defined as the actual competition floor/spring floor, the carpet bonded foam panels that connect to the spring floor, and any additional border that supports/surrounds the floor.

(e) **Boundary Deductions** - A deduction will be assessed per occurrence for an athlete that makes contact outside the competition boundary. Stepping on, or just past the boundary tape is not a boundary violation.

(f) **Signs & Props** - If a sign or prop is thrown outside the performing area, that team will receive a deduction for each violation. Signs or props may be placed or dropped outside the performing area by a team member who must remain inside the performing area.

7. MUSIC AND TIME LIMITATIONS

(a) **Routine performance time may not exceed 2:30** - Timing will begin with the first movement, voice, or note of music, whichever comes first. Timing will end with the last movement, last voice, or note of music, whichever comes last.

(b) **MP3 Device** - Music should be played on MP3 device. It is recommended that you bring TWO HIGH-QUALITY copies of your music to the event. We highly suggest that a coach plays the music for your team and not a participant. This person will be asked to hold onto their own music until the time of performance and to take music back following the performance.

(c) **Music Interruption** - If the fault is due to event equipment or team's music failure - the coach will have to decide within 2 minutes if they would like to perform again. Judging will resume at the point where the music was interrupted. The team will be required to take the stage immediately for the 2nd performance.

(d) **Introductions & Exits** - All introductions (tumbling, entrances, chants, spell-outs, etc.) are considered part of the routine and are timed as part of the performance. There should not be any organized exits or other activities after the official ending of the routine.

(e) **Exceeding the Time Limit** - If a team exceeds the time limit, a penalty will be assessed for each violation. Because penalties are severe, it is recommended that all teams time their performance several times prior to attending the competition and leave a several second cushion to allow for variations in sound equipment.

(f) **Copyright** - As the person in charge and responsible for the Team participating in the Event I understand that I must obtain all necessary licensing and permission(s) relating to the use of any intellectual property, including copyrighted music (including but not limited to a single song or remix, mash up, or medley of songs) that I or the Team will play at the Event. I therefore certify, represent, and warrant that I have obtained all necessary licenses. I fully understand I may be liable in relation to violations of intellectual property laws, including copyright laws relating to music the Team plays at the Event.

(g) **Music Waiver** - In the unlikely event someone ever claims that I or the Team infringed upon any intellectual property, including copyrighted work of music, I agree to defend, indemnify, and hold harmless the Producer and its representatives from any and all liability, damages, and expenses (including reasonable attorney's fees and costs) that the Producer may incur as a result of my or my team's use of any intellectual property at the Event.

8. LIABILITY WAIVER

As the responsible coach/gym/studio owner I freely acknowledge that I have voluntarily registered my teams to participate in cheerleading and dance activities held by Cheerbrandz or Dancebrandz, which include dance, gymnastics, stunting, jumping, and tumbling components. I/we acknowledge that participation in cheerleading and dance activities entails known and unanticipated risks that could result in serious and permanent physical and emotional injuries to (myself/my athletes/my team(s)), death, damage to property, and injury to others. I understand that such risks are inherent in these activities and that even with precautions and safety measures they cannot be eliminated without jeopardizing the essential qualities of the activities. I also understand that injuries may be compounded or increased by negligent rescue operations and as such, I understand that other than having trained first aiders on site and telephoning for an ambulance, medical assistance is limited. Understanding such dangers, I hereby knowingly and voluntarily enroll in events held by the Cheerbrandz and Dancebrandz, and I assume the risk of the activities involving me myself and my team(s). I hereby agree to and shall indemnify, defend, save and hold harmless the Cheerbrandz and Dancebrandz Representatives from and against any and all loss, liability, damage, or cost they may incur, including attorneys' fees and litigation costs, arising out of or related to the above-described activities, whether cause by negligence or otherwise. I hereby agree that the

assumption of risk, the release and waiver of liability, and the indemnity agreements contained herein extend to all acts of negligence and is intended to be as broad and inclusive as is permitted by the law where those laws apply to the activities, and that if any portion of this waiver is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. By agreeing to enter the Event, I represent that I have read these conditions thoroughly and understand it completely, including the substantial legal rights I am giving up for (myself/Gym/Studio and my Team(s)). I have had the opportunity to seek legal advice or I have knowingly and voluntarily chosen not to seek legal advice. I agree freely and voluntarily without inducement of any kind or guarantee being made.

9. HOW TO HANDLE PROCEDURAL QUESTIONS

Any question concerning the rules or procedures of the event should be handled exclusively by one designated representative of the team (i.e. gym owner/director, coach or captain) and should be directed only to a competition official. Such questions should be made prior to the team's competition performance. Any questions concerning the team's performance should be made to a competition official immediately after the team's performance.

10. FINALITY OF DECISIONS

By participating in this championship, each team agrees that the decisions by the judges will be final and will not be subject for review. Each team acknowledges the necessity for the judges to make prompt and fair decisions in this competition and each team therefore expressly waives any legal, equitable, administrative or procedural review of such decisions.

11. HOTEL GUIDELINES

If you book any hotel through our Event then you agree to the following:

- (a) Absolutely NO tape or paint of any kind on any walls, windows or doors. Be sure your team knows to leave the rooms as they find them (furniture) when they check out.
- (b) Illegal substances are prohibited.
- (c) We recommend traveling in groups of three or more.
- (d) All participants will have a midnight curfew, and will be asked to show courtesy in keeping noise levels down.
- (e) Quiet time will be from 10 pm -10 am. No practicing is permitted during these times, no parties outside, no loud music, etc.
- (f) Please don't damage the hotel or competition venues. You will be charged for any damage and could be removed.
- (g) REQUIRED: Every team must have at least one coach, gym owner or responsible adult for every seven participants staying at the hotel to supervise their team members

12. COMPETITION FEES

To secure entry into the competition entry fees should be paid 30 days prior to registration. If payment is not received competitors will not be allowed to compete and teams will be withdrawn from the running order. All payments must be made directly to Cheerbrandz, payments made to a third party will not be accepted as payment unless that third party has paid directly to the Cheerbrandz. Competition fees are non-refundable.

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14. AWARDS

Cheerbrandz may reward its exceptional athletes with rings, jackets or other apparel. This is a special service we like to offer and we may not always have the correct size. Cheerbrandz will not be liable or responsible for any costs if the correct size is not available.

15. FORCE MAJEURE

If by means of any event of force majeure (which shall include terrorism, pandemic or any cause or event outside our control) we shall be delayed in, or prevented from, performing our obligations, then such delay or non-performance shall not be deemed a breach or entitle a damages claim. Our obligations shall be suspended whilst such event of force majeure continues.

16. TOUR CANCELLATIONS AND REFUNDS

If you book any tours or tour products through Cheerbrandz please check our cancellation policy. All cancellations must be in writing to Cheerbrandz. No refunds will be given for any used portion of a tour package or product. Tour products are non-transferable. Please note we can not accept cancellations over the phone. If Cheerbrandz is offering any transport this is normally a complimentary service offered as part of an overall package and no refunds will be given for missed transport or non-use of this service.

17. TOUR FINE PRINT

If you are purchasing a tour product, Cheerbrandz is instrumental in bringing about a direct contractual relationship between you, the customer, and the "principal" (i.e airlines, other transport operators, accommodation suppliers, event managers and other suppliers). We try to do our tasks as best as we can and perform our services with reasonable skill and care. We will not be held liable for any loss, damage or claim arising from acts of defaults outside the control of Cheerbrandz, its employees or agents, including (but not limited to) the acts or defaults of actual travel, accommodation and event organisers.

On behalf of my team and gym, I hereby accept the Cheerbrandz and Dancebrandz Rules, Routine Rules, Safety Guidelines and Program Waiver and agree to abide by these rules. I agree to follow all safety, sportsmanship, hotel and performance rules. I understand that if any rules are violated and there is damage to pay I will be responsible for repaying the total cost of any funds received through any paid bid. I understand and agree that this form cannot be amended or modified by an oral statements or other writings and that it is binding on me/my Gym and Team(s).