



# Embassy Ballroom Championships

## TELEVISION - MEDIA RELEASE

### INJURY AND LOSS WAIVER

#### *Injury and Loss*

The undersigned, being fully cognizant of the risks inherent in Ballroom Dancing and Exhibitions, shall hereby:

Assume all risks of bodily injury (including death) and property damage inherent in attending this event. Release and hold harmless Embassy Ballroom Championships; Brian and Christine McDonald, Gary McDonald, Jason McDonald and/or any Agents, Staff, or Employess representing the Embassy Ballroom Championships and The National Dance Council of America Inc. from all liability to me, my personal representatives, assigns, heirs, and next of kin, and against any claim or cause of action which I or anyone claiming by, through or under me, may at any time have against those hereby release, arising out of bodily injury (including death or damage), loss or theft of articles suffered by me while attending this event.

No responsibility for loss or theft of articles left in Changing Rooms, Ballrooms or Hotel Rooms can be accepted by the Embassy Ballroom Championships and, neither can they be held liable for injury sustained by persons attending this event. Everyone attending does so at his or her own risk."

All persons attending this event, whether as spectators, competitors, officials, or guests of the organizer, shall be bound by any printed rules, and rules indicated on the website ([www.embassyball.com](http://www.embassyball.com)) and by participating in this event automatically become obligated to adhere to them.

**NDCA rules note:** In the event of a dispute with the NDCA, it's rules or decisions, any member organization (or agent or representative of any member organization), any registrant, competitor, or other person who agrees to be bound by these rules, agrees that any dispute, controversy or claim which cannot be amicably resolved through the avenues of appeal made available within the Council, shall be submitted to binding arbitration before a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association at a location selected by the Council. **Please visit [www.ndca.org](http://www.ndca.org) for a full list of rules pertaining to The National Dance Council of America.**

#### **Television and Media Release:**

"In consideration of all goods and services, receipt of which is hereby acknowledged, the undersigned hereby irrevocably give and grant to Embassy Ballroom Championships the right to use, refer to and reproduce programs by means of video recordings, in any and all media formats (Hereinafter referred to as "Reproductions"), edited and arranged as you desire, using my name, voice, likeness, acts, poses, appearances and utterances as part of and in connection with my appearance on any program, and in any advertising, publicity and promotion relating to your activities, the program and the products or services of any sponsor(s) thereof; and to exhibit, transmit, distribute, and otherwise use same as you desire in all fields and media throughout the world without limitations.

We agree that Embassy Ballroom Championships and NDCA, any of their affiliates, subsidiaries and employees shall be free of any liability or claims arising from the production, exhibition, transmission, distribution or use of said programs.

All reproductions shall be your sole and exclusive property. We hereby forever release and discharge you and any and all liabilities, claims and demands, suit and actions which we ever had, now have, or may have based upon any agreements herein made. We shall defend, indemnify and hold you harmless from and against any and all claims, demands, losses, suits and expenses relating to this agreement.

We agree that we have not and shall not accept any money or other valuable consideration for the inclusion in the program of any matter promoting any product or service.

This agreement is intended, among other things, to fulfill all requirements of the Civil Rights Act and of any and all other restrictions against violations of our expectation of privacy.

The terms, 'you and your' and words of similar import, as herein used shall include you and your officers, directors, licensees, lessees, assigns, successors, affiliates, associates, subsidiaries and parents, and all other users of the reproductions, and their employees.

We warrant that we are over eighteen (18) years of age, or are the parents or legal guardians of Junior competitors, and have full right, power and authority to make this agreement. We understand that in permitting us to appear in the program, you are acting in reliance upon this agreement."

| PRINT NAME | SIGNATURE | PRINT NAME | SIGNATURE |
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