



2022 POSA Aerial Worlds ATHLETE CONTRACT

I, _____, agree to compete in the 2022 Pole Sports and Arts World Federation (“POSA”) Aerial World Championships, (the “Event”), hosted by US Pole Sport Federation (“USPSF”), which will take place September 4-5, 2022 at

Edward B. Berger Performing Arts Center
1200 W Speedway Blvd, Tucson, AZ 85745
Tucson, Arizona 85745 USA

I agree to submit my Difficulty Sheet by August 15, 2022 through the submission process that described in the POSA World Aerial Sports Athletics Championship Work Plan.

I further understand that the POSA and USPSF is relying on my appearance at the Event. If I withdraw from the competition, regardless of any medical issues such as an injury and/or illness, I will not be refunded any registration and video fees.

The POSA and USPSF shall have sole and exclusive control over the production, presentation, and performance of the Event hereunder, in accordance with the terms of this Agreement, including but not limited to the details, means, and methods of the competition.

I agree that the POSA and USPSF has the right to use all materials utilizing my likeness, made in conjunction with the Event.

I agree not to include any profanity, disparaging racial or sexual remarks or any other material, or include any costumes or engage in any conduct that would be inappropriate for a private audience. Any potentially questionable material or costumes must be approved in advance of the competition and within the guidelines of the POSA. Further, I agree to abide by the rules of the POSA. All decisions regarding the rules of the competition and the POSA shall be made by the POSA in its sole absolute discretion. I further understand that I am not to contact any of the judges of the Event prior and/or during the Event. Violation of any rules will be considered automatic grounds for disqualification from the competition and will be responsible for the withdrawal fee.

The POSA and USPSF shall have the right to use videotape, audiotape, and photographs of the Event and my performance. The POSA and USPSF shall have the right to broadcast or televise or otherwise reproduce or distribute the Event, or any part thereof without my prior written approval.

In valuable and good consideration of my being chosen as a competitor, upon the terms herewith stated, I hereby give to the POSA and USPSF, its legal representatives and assigns, those for whom the USPSF is acting, and those acting with authority and permission of the POSA and USPSF:

- a) The unrestricted right and permission forever to copyright and use, re-use, publish and republish photographic portraits or pictures of me (but not changing my identity) or in which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with my own or a fictitious name, or reproduction hereof in color or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever.
- b) I also permit the use of any text material in connection herewith.
- c) I hereby relinquish any right that I may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.
- d) I hereby release, discharge and agree to save harmless the POSA and USPSF, its legal representatives or assigns, and all persons functioning under permission or authority of the POSA and USPSF, or those for whom the POSA and USPSF is functioning, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in the composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.
- e) Judging is based on artistry/presentation, technique/execution and skill, flexibility, variety of movement, and showmanship backstage. Pre-event deadlines **MUST** be met.

I hereby indemnify the POSA and USPSF, and its agents, representatives, principals, employees, officers, and directors, harmless from and against any loss, damage, or expense (including attorney's fees and court costs), incurred or suffered by or threatened against the POSA and USPSF for any of the foregoing in connection with or as a result of any claim for personal injury or property damage or loss or otherwise brought by or on behalf of any third party person, firm or corporation (including any guest, agents, and employees of mine) as a result of or in connection with my performance, which claim does not result solely from the willful misconduct or grossly negligent acts or omissions of the POSA and USPSF.

I affirm that I am in good physical condition and do not suffer from any disability that would significantly prevent or limit my performance in the Event in a way that would endanger the safety of myself or other performers. In the event I am injured or suffer any short-term or long-term physical harm, I release the POSA and USPSF, its agents, representatives, principals, employees, officers, and directors from any and all liabilities now or in the future including but not limited to medical, hospital, paramedic or ambulatory care. I release the POSA and USPSF, its agents, representatives, principals, employees, officers, and directors from liability for any and all injuries or illness sustained now or in the future, however caused, occurring before, during or after my participation in the Event.

I understand and agree that if I am judged to be a winner of the Event that:

- My title will be the "POSA Aerial Hoop World Champion / Silk World Champion, Womens/Mens/Juniors/Masters/Doubles" valid for one year;
- I will be the ambassador for the POSA, and shall at all times represent the POSA and aerial in a positive light;
- I will identify myself as the POSA's "POSA Aerial Hoop World Champion / Silk World Champion 2022" in all press and in any statements made regarding pole and aerial fitness.
- I shall participate in promotional activities representing the POSA (I shall be compensated for

same); and

- The POSA has the right to strip the title from me at any time if I breach any written policy of the POSA, including, but not limited to the terms of this Contract, I commit any act of fraud, misappropriation, dishonesty, embezzlement or engage in similar conduct, or I am convicted (including a plea of no contest) for a commission of a crime that could, in the POSA's reasonable judgment, impair my ability to perform my duties hereunder or adversely affect the POSA's business or reputation.

I understand that all decisions made by the POSA and USPSF are binding.

This Agreement shall be construed in accordance with the laws of the United States Government and the State of Arizona, where the USPSF reside its business, applicable to agreements entered into and wholly to be performed herein.

This Agreement constitutes the sole, complete and binding agreement between the parties hereto, and shall not become effective until it is fully-executed, at which time it shall supersede all previous agreements related to the Event. This Agreement may not be changed, modified or altered except by an instrument in writing signed by both parties hereto.

I hereby affirm that I am over the age of majority and have the right to contract in my own name. I have read the above authorization, release, and agreement, prior to its execution; I fully understand the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives, and assigns.

ACCEPTED AND AGREED:

_____ POSA ATHLETE	_____ DATE
_____ POSA OFFICIAL	_____ DATE
_____ Parent/ Guardian Signature (Mandatory for Minors Under 18)	_____ DATE

US Pole Sport Federation

Participant Agreement, Release of Liability, Waiver and Assumption of Risk

IMPORTANT! WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT - Please read this carefully as this is a legal binding agreement. Feel free to consult with legal counsel of your choice. Alterations to this document of any kind, including, but not limited to cross-outs are not permitted.

1. In consideration of the services of US Pole Sports Federation, its Members, agents, contractors, employees, volunteers, participants, lessors, insurers and all other persons or entities acting in any capacity on their behalf (hereafter collectively referred to as RELEASEES), I agree to release and discharge RELEASEES, on behalf of myself, my children, parents, guardians, heirs, assigns, personal representatives and estate as follows:
2. In consideration of my being allowed to participate in the USPSF activities, workshops, or competitions and/or to use its equipment, I agree to the following waiver and release.
3. I, for myself, my heirs, executors or anyone else who may claim on my behalf, hereby waive, release and forever discharge, US Pole Sports Federation, its directors, officers, employees, representatives, workshop, activity or competition staff/volunteers, executors, and all others (the "Releasees") from any and all responsibilities or liability from personal injury, death, damage to property or loss of any kind resulting from participating in any programs or activities or my use of equipment belonging to or made available by Releasees due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, and also including the failure on the part of Releasees to safeguard or protect me from the risks, dangers, and hazards of participating in a demo, party or lesson activity.
4. I do hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities and workshops of the US Pole Sport Federation - or use of equipment. I acknowledge that it has been recommended that I have an annual or more frequent physical examination and consultation with my physician(s), if deemed necessary by my physician(s) as to physical activity, dance, exercise, and use of exercise and training equipment, so that I might have recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in the activity and/or use of equipment without the approval of my physician and do hereby assume all responsibility for my participation in activities and use of equipment in my activities.
5. I understand that competitions, workshops, classes, activities, and lessons involve risks, dangers, and hazards and I freely accept and fully assume all such risks, dangers and hazards, and the possibility of personal injury, death, property damage, and loss resulting therefrom.
6. I acknowledge that I have read a copy of the attached Safety Rules & Regulations governing the participation in the US Pole Sport Federation events, and I agree that I will fully comply with these Safety Rules and Regulations as they are amended from time to time.
7. US Pole Sport Federation shall not be liable for any injuries or any damage to any participant or be subject to any claim, demand, injury or damages, whatsoever, including without limitation, those damages from acts of passive or active negligence, action or inaction on the part of US Pole Sport Federation, its members, employees or agents. Participant does not hereby expressly forever release and discharge the US Pole Sport Federation, from all such claims, demands, injuries, damages, actions, or causes of action. The participant acknowledges that she/he has carefully read this paragraph and fully understands that this is a waiver and release of liability.
8. This agreement and any rights, duties, and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the State of Arizona and no other jurisdiction, and any litigation involving the parties to this agreement shall be brought solely within the State of Arizona and shall be within the exclusive jurisdiction of the Courts of the State of Arizona.

9. I understand this document is a contract and my signing of it is at my own free will. I understand that this contract is severable; that if any part of it is held by a court of law to be unenforceable, the rest shall survive. I agree that the venue to any legal action arising out of, concerning, or involving this document or the use of US Pole Sports Federation - Facilities or Releasees will be held in Pima County, Arizona. I also understand and agree that this agreement will remain in full force and effect forever and will apply to any and all visits, now and forever to Us Pole Sports Federation.

10. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE RELEASEES for any liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any loss or damage based on negligence, action or inaction of the Releasees, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence, action or inaction of the Releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein.

11. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost the Releasees may incur due to the presence of the undersigned in, upon, or in any way observing or using any facilities or equipment whether caused by the negligence, action or inaction of the Releasees or otherwise.

12. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence, action or inaction of the Releasees or otherwise while in, about, and/or while using any facilities or equipment thereon or participating in any program affiliated with US Pole Sports Federation.

13. The undersigned understands that no accident or medical insurance is provided with this activity by the Releasees.

14. In entering this agreement I am not relying on any oral or written representations or statements made by the Releasees other than what is set forth in this agreement.

THE UNDERSIGNED further expressly agrees that the foregoing **RELEASE, WAIVER, AND INDEMNITY AGREEMENT** is intended to be as broad and inclusive as is permitted by the law of the state of Arizona and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THE ABOVE WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT, and I understand that this waiver includes any claims based on negligence, action or inaction of the Releasees and I am aware that by signing this agreement I am waiving certain legal rights, which I or my heirs, executors, and representatives may have against the Releasees.

Participant's Name (print): _____

Participant's signature (or Parent/Legal Guardian): _____

Date: _____ Phone number: _____
Home Cell

Address: _____
City State Zip

Participant's Email: _____

Participant's Birthday: _____

Emergency Contact Name and Phone number: _____

Witness Signature (Print/Sign/Date): _____