

The Epic Brands
Registration Agreement & Policies
Revised 10/18/2017

Cancellation Policies

Team Cancellation

If your team needs to cancel their performance at an event please contact us IMMEDIATELY at (877) 322-2310 and you must send an email notification to registration@theepicbrands.com. **NOTE:** Calling us is strongly encouraged but your cancellation will not be effective until the date we receive your email cancellation notice with the header "CANCELLATION NOTICE" ("Cancellation Notice"). The following team cancellation policies shall apply:

- If we receive your Cancellation Notice 90 or more days prior to the first day of the event, you may either transfer the payment to another Epic Brands event occurring during the same Competition Season or request a full refund in accordance with the Transfer/Refund policy set forth below.
- If we receive your Cancellation Notice 89-22 days prior to the first day of the event, you must transfer the payment to another Epic Brands event occurring during the same Competition Season in accordance with the Transfer/Refund policy set forth below.
- If we receive your Cancellation Notice 21 days or less before the first day of an event, there is **NO REFUND**.
- If your team needs to reduce participant numbers for ANY reason at any time, there is **NO REFUND** of the difference.

Cancellation of an Event

If an event is cancelled for any reason (including, but not limited to, by Epic Brands in its sole discretion, closure of the event facility ("Facility") or as a result of adverse weather conditions), the following policies shall apply:

- a. If the event is rescheduled during the same Competition Season, your payment will be applied to the rescheduled event. If you cannot attend the rescheduled event, the Team Cancellation policies set forth above will apply.
- b. If the event is not rescheduled during the same Competition Season, you may either transfer the payment to another Epic Brands event occurring during the same Competition Season or request a full refund in accordance with the Transfer/Refund policy set forth below.

PLEASE NOTE: If the facility is open, the competition WILL take place unless Epic Brands notifies you that the event has been cancelled. For avoidance of doubt, NO REFUNDS will be given:

- If a team cannot make an event due to adverse weather conditions.
- A team not attending the rescheduling of the event.

Transfer/Refund

In the event of a cancellation under which you are permitted by the express terms of this Agreement to receive a refund, transfer your payment, or both, you will have 30 days after we receive your Cancellation Notice or Epic Brands sends you notification that an event has been cancelled, as the case may be, to elect in writing ("Election Notice") sent to the following email address registration@theepicbrands.com to either transfer your payment or receive a refund, as applicable. If we do not receive your Election Notice within such 30 day period, no transfer or refund will be permitted or given. The term "Competition Season" means the cheer and dance competition season from Fall to Spring, typically from October through June, with the exact time period from year to year as posted at www.theepicbrands.com and subject to change at any time by Epic Brands in its sole discretion.

EXCEPT FOR TRANSFERS OR REFUNDS EXPRESSLY PERMITTED BY AND IN STRICT ACCORDANCE WITH THE TERMS OF THIS AGREEMENT IN CONNECTION WITH A CANCELLATION, ABSOLUTELY NO REFUNDS OR TRANSFERS SHALL BE PERMITTED UNDER ANY OTHER CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, A NO-SHOW, DROPOUT OR SCRATCH AT A COMPETITION. THE PARTIES AGREE THAT ANY PAYMENT FORFEITED TO OR RETAINED BY EPIC BRANDS SHALL CONSTITUTE LIQUIDATED DAMAGES TO REIMBURSE EPIC BRANDS FOR THE COSTS AND EXPENSES THAT EPIC BRANDS INCURS IN SUCH CANCELLATION, AS THE PARTIES AGREE THAT IT WOULD BE IMPOSSIBLE OR EXTREMELY DIFFICULT TO CALCULATE THE ACTUAL DAMAGES THAT EPIC BRANDS INCURS IN CONNECTION THEREWITH.

Travel Code of Conduct Policy

Every team will be required to sign the "Travel Code of Conduct" upon booking hotels/travel through our travel partner Global JBS. Organizations are responsible for (not only themselves but) the behavior of each member of their staff/athletes/parents. Organizations will be held accountable, per that agreement, for the proper conduct of athletes, coaches, parents and any other persons affiliated with their teams when staying at approved/participating hotels for Epic Brands events.

Crossovers Policies

Epic Brands allows cheer and dance participants to perform for more than one team and/or additional performances within the same organization. Each participant must pay the FULL registration fee for the first performance. Second performances will be a discounted price. If a member of one organization crosses over to a new organization, (Example: School team to an All-Star team) then that participant must pay the FULL registration fee for BOTH organizations. Both organizations must contact the Epic Brands with what participant is a crossover from one organization to the other. Registration must indicate all crossover information and payment. Epic Brands will do its best to allow time in between performances. However, Epic Brands cannot guarantee separations between practice times, awards ceremonies or if a coach is responsible for multiple teams.

Please make sure you have noted your crossovers on your Registration Form and Team Roster. This information is crucial in planning the best day for your teams.

If for any reason you did not denote a crossover and have not notified us prior to the deadlines below, the applicable crossover fee per person, will apply and must be paid by you prior to performing. If a division or schedule change occurs because of that missed information, after the deadline, the Administrative Change Fee will also apply and must be paid by you prior to performing.

If we are informed of a crossover (or division) concern the day of the competition, the latest deadline Change Fee will need to be paid by you prior to making a change. We will do our very best to make this accommodation, but we will confirm the ability to do so before collecting the fee. Please note that any schedule change the day of the event may result in competing out of division or in a time best designated for the overall event.

Changes & Schedule Policies

All corrections or changes must be submitted by the deadlines or the organization will be subject to an Administrative Change Fee as noted below. Teams changing their division the day of the event will be charged the latest deadline Change Fee.

CHANGE FEE / DEADLINES

- ALL Non-National events (days prior to the event weekend)
 - Monday (after 10:00AM)-Wednesday – \$150.00 fee per team
 - Thursday-Friday – \$250.00 fee per team added
- National events
 - Friday week prior (after 10:00AM)-Monday – \$250.00 fee added per team
 - Tuesday-Friday – \$350.00 fee per team added

For programs with balances due – Programs with money due will not be added to the performance schedule. An additional LATE Fee will be added to your final invoice, as listed below, for any FINAL schedule releases by the Tuesday prior to the event date (midnight) if you still have a balance due on your invoice.

- Cheerstarz \$100, Classic \$100, Championship \$200, Masters \$300

For ALL National events, the following additional LATE payment penalties will apply:

- Friday a week prior to the event date – \$300
- FINAL schedule release – additional \$300

Eligibility

In order to be eligible to compete at Epic Brands events, all teams, regardless of division and classification, **MUST** follow the published Division and Rule Guidelines for Epic Brands, USASF (All-Star Cheer teams) and the US Finals (Recreation and School/College Cheer teams, Dance teams). All-Star organizations **must** submit their official Event Roster via USASF.

Proof of Age

If a dispute regarding a participant's age arises, the coach/director **must** provide an official document that legally verifies and certifies the correct name and age of the team member in question. Acceptable forms of certified identification include, but not limited to a birth certificate, passport, school-issued photo identification card, USASF ID card or a valid, state-issued driver's license. If the dispute is found to be accurate, the team may be disqualified from competition. Epic Brands will use the official USASF Event Roster for Date of Birth verification for All-Star teams.

Challenges of Age

Coaches are required to bring documentation of ages (see above “Proof of Age” for list) for every participant. Coaches ONLY of a competing team within the same division may challenge the eligibility of another team to an Epic Brand Manager. The challenging coach must provide actual proof of ineligibility. Saying “she is too tall to be a Youth 8 years and under” or “she looks too old to be in our division” is not proof. If sufficient evidence warrants at that point, Epic Brands will require the challenged team to provide proof of eligibility. Epic Brands will use the official USASF Event Roster for Date of Birth verification for All-Star teams.

An administrative fee of \$200 (cash only) will be charged to the challenging coach for this challenge (payable at the time of the challenge which will be refunded if the challenge is determined to be valid). If a challenge is deemed to be valid, the challenged team may be disqualified at the Epic Brands’ discretion. Challenges may ONLY be made the day of the event, no later than 1 hour prior to that division’s award ceremony!

Challenges of Scoring

No gym owners, coaches, athletes, or parents may approach the judges table at any time during the event. We will only discuss your teams’ scores. We will not discuss other program’s routines or scores. Furthermore you may not contest scoring, deductions, or legalities of programs you are not directly associated with.

1. Only one person from each gym per team can contest score sheets.
2. Scoresheets should be picked up 15 minutes after your team’s performance. Scoring must be contested within 15 minutes of picking up the scoresheets.
3. The designated representative must come to the Scoring Rep table and fill out a Contest Form that will be taken to the head judge for review.
4. Coaches will only be able to contest DIFFICULTY scores and DEDUCTIONS.
 - a. *DIFFICULTY may only be contested if you are not in the range your team should be.
 - b. *DEDUCTIONS: If you choose to contest your deductions, the deductions judge will review the ENTIRE ROUTINE and will correct all deductions including deductions that were not caught during the initial scoring. We will not discuss any technique or creativity scores due to the fact that are derived subjectively.

Music / Time Limits

Timing begins with the first movement, cheer, or note of music, whichever comes first. Any organized entrances, chants, spell-outs, tumbling, etc. will automatically start the clock. Teams will be assessed a penalty if the routine exceeds two minutes and thirty-five seconds

- **Cheer Teams** – 2:30 minutes (exception All-Star Prep maximum of 2:00 minutes) – may consist of all music or any combination of cheer and music.
- **Dance Teams** – 2:30 minutes (minimum 1:45)
- **Solo/Groups** - See Division Offerings for time limits for specific divisions

Music

Music may be on a CD, iPod or MP3 Player. If on a CD, it must be in the CDR format; it SHOULD NOT be in the CDRW (CD re-writable) format. It is to your advantage to use a high quality CD. Please bring back-up CDs; Epic Brands will not be responsible if you’re CD, iPod or MP3 Player cannot be read by the sound equipment. Please label all CDs, iPod and MP3 Players, clearly with your team’s name. When your team is called ‘on deck’, a coach or adult affiliated with your organization must report to the sound station. This representative is responsible for starting, pausing, and stopping your music and must be instructed to remain at the sound station, throughout your team’s entire performance. **Tapes and CDRW’s will not be able to be played by our DJ’s equipment.**

Music Guidelines

The use of music and other elements of the recording in your cheer and dance routine, as well as the right to perform your routine to that recording, must be properly licensed. You are responsible to and must obtain those licenses at your sole cost and expense, and **by registering your team to participate in a competition, you represent and warrant that you have properly obtained and will continue to maintain all of such licenses through at least the end of the season.** You agree to provide written confirmation and copies of all required licenses to Epic Brands upon request. Such licenses shall include the rights to perform the music publicly, to synchronize the music with your team’s performance for recording and transmission, and the right to make necessary copies of the music for use by the team in the competition. The license should also include an indemnification provision that promises to protect any third party for your use of the music at a competition. Failure to obtain the appropriate licenses is likely to result in a violation of U.S. copyright law, which will subject you to significant penalties and fines. Please refer to Epic Brands Copyright Guidelines and procedures regarding the use of recorded music and other sound elements at its events. You are responsible to review this Agreement from time to time, and agree to be bound by any amendments to this Agreement upon reasonable notice to you, including, but not limited to, those relating to the use of recorded music and other sound elements at the events.

Routine Start

- **Cheer Teams** – Prior to the start of your routine, participants must be positioned inside the performance area boundary and must have one foot, hand, or body part on the floor. (**Exception:** Flyer may have their feet positioned in their base(s) hands as long as the base(s) hands are resting on the performance surface). Please remember that hair is not a body part!
- **Dance Teams** – Timing begins with the first movement or note of music, whichever comes first.
- **Tiny Teams ONLY** – For those teams who have Tiny division teams, the coach may assist in placing the participants into their first formation in a timely fashion, but then must exit the mat immediately. Those coaches may remain seated in the front of the mat to help visually guide the routine. (**NOTE:** Excessive motions, words, jumping up and down, etc. that could be distracting to the judges in any way will NOT be permitted.)

Out of Bounds

- **Cheer Teams:** There is no penalty for cheer participants stepping off the mat. Any element (i.e. jump, tumbling, basket toss, or pyramid and partner stunts) performed off the competition mat is NOT permitted. All elements/tumbling passes must begin and end within bounds. Landing of tumbling passes or dismounts from stunts off the performance surface is also illegal and will be subject to a penalty.
- **Dance Teams:** There is no penalty for stepping out of the performance area. However, all technical skills performed out of the performance surface are illegal and will be subject to a penalty.

Performance Area

Epic Brands, will provide a 54' x 42' (9 strips) spring floor on the main performance floor. A 54' x 42' (9 strip) foam mat and a 12' x 60' spring tumble track for warm-up floor (Depending on the floor plan of the venue, these dimensions may vary slightly.) Additionally for dance teams, Epic Brands will provide, at selected events, a minimum of 42' x 42' Marley floor. At other events, when a Marley floor is not available, dance teams will perform on a 54' x 42' spring floor (**Exception:** Select non All-Star cheer events may have a 54' x 42' foam performance floor and not a 54' x 42' spring floor.)

Routine Interruption

Epic Brands sound technicians, and/or event staff will not be responsible for any labeling mistakes or poorly recorded music and will assume no responsibility for the quality of the recording or its compatibility with the venue's equipment. However if your routine is interrupted by our equipment failure, the failure of your CD or from Epic Brands staff you will have the following options:

- Your team must perform their routine full-out, by using your own player or your back up copy of your music. The team must perform the routine again in its entirety, but judging will resume from the point at which the injury/interruption occurred as determined by the judges. All skills must be performed full-out from the beginning of the routine. All point deductions accumulated to that point (if any) will carry over.
- Your team may use the original performance with the interruption.

Injury Interruption

Routine Stoppage

1. The only individuals that may stop a routine for injury are:
 - a. Competition Officials
 - b. Gym Owner/Coach from the team performing
 - c. Injured Individual
 - d. USASF Certified Safety Judge
2. An injured athlete may create a potential safety hazard because of the inability to hold, support, spot or catch. For the safety of all athletes competing, a routine may be interrupted if:
 - a. An athlete is clearly injured.
 - b. An athlete is questionably injured and does not resume their role in the routine within 5 seconds of questionable injury.
 - c. An athlete leaves the competition floor due to an injury.
3. In the event that a routine is interrupted due to injury, it will be at the Competition Officials' discretion whether or not that team will be allowed to perform again at a later time.

Athlete Returning to Competition

1. An Injured Participant may not return to the competition floor unless the competition officials receive clearance from all of the representatives listed below:
 - a. Event Medical Personnel attending to that participant
 - b. Parent/Guardian (if present)
 - c. Head Coach/Gym Owner of competing team
2. In the event of a suspected head injury, the participant cannot return to perform without clearance from a licensed medical professional that has training related to head injuries.

Team Performance

In the event that a team is allowed to perform again following a routine interruption, the new performance time will be at the sole discretion of the Competition Official. The team must (pending the injury's impact on the routine) perform the routine again in its entirety, but judging will resume from the point at which the injury/interruption occurred as determined by the judges. All skills must be performed full-out from the beginning of the routine. All point deductions accumulated to that point (if any) will carry over.

If a team is permitted to perform again, but fails to perform the routine in its entirety (example: throwing back tucks instead of the full twist thrown in the original performance), it is at the discretion of the Competition Official how that team's scores will be affected.

If an injury occurs during warm-up, Epic Brands will do our best to work your team back into the schedule, as close as possible to your original performance order. Furthermore, it will be up to the Epic Brands Manager whether or not to schedule your team's performance out of sequence.

Late Arrivals

If a team or member is late for their assigned warm-up or performance time, the team or member will either have the option of competing on schedule (no penalty) or being moved to a new performance time with a **10-point** penalty being assessed for going out of the performance sequence.

Scoring EXCEPTIONS

We reserve the right to combine, split, or delete divisions based on USASF and the US Finals guidelines. Epic Brands may move your team to the appropriate division based on registration. All such changes will be indicated on the preliminary schedule that will be emailed to all directors and/or coaches.

When competing against a score, a team must receive 75% or higher of the total possible score to be awarded 1st place. When competing against another team, the winner will be determined as follows:

1 Day event:

- The winner shall be determined by the team that receives the highest FINAL score.
- In the event of a tie, the winner shall be determined by the team with the least amount of total deductions (legality + deductions). If that does not break the tie, then the team that has the highest score from the overall judge will place higher. If a tie still remains, the team with the highest score in the performance category will be declared the winner. If the tie still remains because of identical totals, a tie for division placement will be declared.

2 Day event:

- The winner shall be determined by the team that receives the highest combined Day 1/Day 2 score [Day 1 Final Score + Day 2 Final Score].
- In the event of a tie, the winner shall be determined by the team with the highest Day 1 FINAL score. If that does not break the tie, then the team that has the least amount of deductions on Day 1 (legality + deductions) shall be declared the winner. If the tie still remains, the team with the least amount of deductions (legality + deductions) on Day 2 will be declared the winner. If the tie still remains, the team with the highest overall score on Day 1 will win. If this doesn't split the tie, the team with the highest overall score on Day 2 will place higher. If the tie still remains, the team with the highest score in the performance category on Day 1 will be declared the winner. If that does not break the tie, the team with the highest score in the performance category on Day 2 will be declared the winner. If the tie still remains because of identical totals, a tie for division placement will be declared.

Bids for Worlds, US Finals, The One, etc.

- The winner shall be determined by the team that receives the highest final score for a 1 day event, or the highest combined Day 1/Day 2 score [Day 1 Final Score + Day 2 Final Score].
- In the event of a tie, the **HEAD judge will determine the team to receive the bid.**

Choreography & Appearance

Because cheerleading and its audiences are generally family-oriented, all choreography should be age appropriate. Additionally, any inappropriate uniforms, choreography or music (language, sexual gestures, explicit language, profanity and sexual moves including bumping/grinding and facials using vulgar movements) should be discouraged. Any infraction of this rule may result in a significant penalty being assessed by the Epic Brand Manager or Head Judge.

The following are the USASF Guidelines for All-Star Organizations:

COVER UP GUIDELINES

Athletes with non--full top uniforms must wear a t-shirt or other suitable cover up over their uniforms unless they are in the warm-up area, traveling as a group directly to or from the warm-up area, or on the performance stage.

APPROPRIATE CHOREOGRAPHY

All facets of a performance/routine, including both choreography and music selection, should be appropriate and suitable for family viewing and listening.

Examples of inappropriate choreography may include, but are not limited to, movements such as hip thrusting and inappropriate touching, gestures, hand/arm movements and signals, slapping, positioning of body parts and positioning to one another. Music or words unsuitable for family listening, which includes, but is not limited, to swearwords and connotations of any type of sexual act or behavior, drugs, explicit mention of specific parts of the body torso, and/or violent acts or behavior are other examples of inappropriate choreography. Removing improper language or words from a song and replacing with sound effects or other words may still constitute 'inappropriate.'

Music or movement in which the appropriateness is questionable or with which uncertainty exists should be assumed by the coach to be inappropriate and removed as to not put their team in an unfortunate situation.

MAKEUP

Makeup should be uniform and appropriate for both the performance and the age of the athletes. Face/Eyelid Rhinestones are not allowed. False eyelashes are allowed but may not be decorated in rhinestones or additional jewelry.

BOWS

Bows should not be excessive in size (acceptable bows are generally no more than 3" in width) and shouldn't be a distraction to the performance. Bows should be worn in a manner to minimize risk for the participants, should be adequately secured and should not fall over the forehead into the participants' eyes or block the view of the participant while performing.

GENERAL UNIFORM GUIDELINES

No risqué, sexually provocative or lingerie looking or inspired uniform or garments allowed. All uniform pieces should adequately cover an athlete and must be secured to eliminate any possible wardrobe malfunction. Appropriate undergarments must be worn.

In addition to the below specific guidelines, athletes must also consider that a combination of uniform pieces may also deem a uniform appropriate or inappropriate. ALL garments must properly cover the athlete and the athlete's undergarments during the routine.

UNIFORM SKIRT/SHORTS GUIDELINES

When a skirt is worn as part of the uniform, briefs under the skirt are required. The skirt must fully cover the hips. The skirt must completely cover the briefs and must fall at least 1 inch below briefs (regular and boy cut briefs). When shorts are worn as part of the uniform, there must be a minimum of a 2" inseam.

UNIFORM TOP GUIDELINES

Uniform tops may not include an exposed midriff (crop top) except when worn by athletes competing in Senior divisions. Uniform tops must be secured by straps or material over at least one shoulder or around the neck (tube tops are not allowed).

Judges reserve the right to assess warnings and/or deductions when a team's choreography, uniform, make up, bows etc. do not meet the standards of 'appropriate' as described in this policy.

Sportsmanship

Epic Brands believes that sportsmanship is one of the most important aspects of cheerleading. We strive to keep all competitions positive, friendly, enjoyable and competitive. Unsportsmanlike behavior may include, but is not limited to: the use of any type of profanity; approaching or taunting fans, parents, cheerleaders, coaches, Epic Brands staff members, and or judges in a manner that does not show mutual respect and cooperation. Any display of unsportsmanlike behavior by a team member, coach, or parent and teams who don't remove themselves in a timely matter from the warm-up area/floor when their assigned time has elapsed will be penalized.

Penalties for unsportsmanlike conduct may result in a deduction (see scoring deductions), removal of coach, or disqualification.

In the event you witness unsportsmanlike behavior, please report the incident to an Epic Brands Manager or Head Judge, who will review the complaint and make a decision whether or not, a penalty will be imposed.

Spotters

Competition routines and individual cheerleading skills continue to become more dynamic each year. Routines are consistently featuring partner stunts, basket tosses, pyramids and tumbling sequences that are nearly impossible to spot effectively without the safety spotters having intimate knowledge of each routine prior to a competition. In an effort to address this concern and to maintain our long standing record of safety, Epic Brands has implemented the following guidelines with regards to safety spotters at all of Epic Brands events.

The following stipulations will apply:

- Epic Brands will NOT provide spotters at events.
- Each team will be permitted to provide a maximum of (5) five Safety Spotter during their routine.
- Safety Spotters:
 - Must be 16 years or older.
 - Must be affiliated with the organization.
 - Must be attired differently than the team performing (team warm-ups preferred).
 - Must follow all Rules and Guidelines. Rules governing jewelry, clothing, and all other safety concerns must be adhered to by the spotters or will result in a safety deduction.
 - Should be trained to know proper spotting and catching technique.
- There should be NO verbal coaching by the Safety Spotters while their team is on the performance surface or during their routine. Any occurrence will be considered a general rule violation and will result in a deduction.

Legality Questions

If you need a clarification or have a question regarding the legality of a particular skill (stunt, pyramid or tumbling), please adhere to the following guidelines:

- a. Send an email to rules@theepicbrands.com with a video of the stunt, pyramid and/or tumbling in question. Please submit your legality, at least, three (3) weeks, in advance of the event you are attending. Include the team name, team division, team level, coach's name, phone number(s), and email address for response.
- b. Make sure you show the skill in question by both the front and side views along with a written explanation.
- c. Epic Brands will contact you by email with the official ruling of the stunt in question.
- d. Epic Brands can only interpret the skill in question by how it is performed on the video. However, if the stunt, tumbling and/or pyramid are performed at our events differently than originally submitted on video, you will incur safety deductions.

Please note: Please be aware that due to the fast pace of today's routines, it may be possible that some safety violations during an Epic Brand event maybe missed. Therefore this does not mean that they are legal, and that your team will not be called for them during another Epic Brand event, the US Finals or any USASF sanctioned event.

Judging Procedures

Epic Brands judges are contracted employees. These judges are not full-time, salaried employees of Epic Brands nor do they hold any permanent affiliations or loyalties to Epic Brands. These cheerleading and dance judges are vetted from a selective pool of highly qualified and knowledgeable individuals whose attendance, at our events, varies. Our judges may serve on a panel at one event, and may not serve on a panel until the end of the season. Scores will sometimes vary slightly between each event, but our judges are reminded to retain objectivity. Moreover, safety violations are infractions based on the rules and guidelines set forth by Epic Brands, USASF, AACCA and the US Finals. We realize that organizations attend many different events like the US Finals/USASF sanctioned events throughout the season and some infractions are never "called" or given warnings. When a skill is performed illegally at an Epic Brands event, that team will receive a deduction. Our philosophy is to deduct for these infractions because they violate safety issues and concerns laid out by Epic Brands, USASF, the US Finals and AACCA Rules.

Release Form

Epic Brands requires each participant of your team or teams, and if such participant is under the age of 18 their parent or guardian, to sign a Lifetime Waiver of Liability, Indemnification, Assumption of the Risk, Authorization To Contact Emergency Medical Assistance and Publicity Release Form ("Release Form"), found at the link set forth below in this paragraph. The Release Form is a lifetime form and only needs to be signed once, provided, if the participant is a minor, it must be resubmitted (1) upon the participant turning 18, or (2) if the guardian of the participant changes. Proper signature and delivery of the Release Form to Epic Brands for all of your participants prior to attending any competition is a fundamental condition of Epic Brand's agreement to allow your team to participate in any event and a requirement for your team to be permitted to participate in any event. You agree to be responsible to ensure that each and every participant or their parent or guardian, as the case may be, signs and delivers the Release Form to Epic Brands prior to participating in any event held or produced by Epic Brands.

Miscellaneous Provisions, Notices, Waivers and Indemnification

In the event of a breach of this Agreement by you or another person for whom you are legally responsible, you shall reimburse Epic Brands for all damages (incidental, consequential, punitive or otherwise) and other liabilities, costs and expenses (including reasonable attorneys' fees) ("Damages") that Epic Brands incurs. In addition and not in substitution or limitation of the foregoing, Epic Brands may, in its sole discretion, immediately cancel your right to participate in one or more or all of the event(s) that you have registered for, and in such case the payments you have made for such events will be forfeited and retained by Epic Brands as liquidated damages for the administrative expenses incurred by Epic Brands; provided, that in no event shall such liquidated damages limit nor be the sole and exclusive remedy of Epic Brands as a result of any such breach and Epic Brands shall retain the right to recover all Damages.

Notwithstanding anything to the contrary set forth in this Agreement, Epic Brands shall not be liable for costs, expenses or other damages (incidental, consequential, punitive or otherwise) of any kind incurred by your team, organization, participants or any other person or entity (such as, by way of example and not limitation, transportation, hotels, lost deposits, travel cancellations or expenses, etc.) due to cancellation of an event for any reason, including, but not limited to, because of low enrollment, acts of God, natural disaster, weather conditions, terrorist activity, governmental regulations, Facility cancellation, inadequate utility services, strikes, material shortages, boycotts, fire or other casualty, laws, governmental regulations, governmental orders, governmental directives, default of suppliers or contractors, emergencies and/or any other cause or reason whatsoever. It is expressly acknowledged and agreed that Epic Brands may cancel any event at any time for any reason or no reason, irrespective of whether one of the above enumerated circumstances apply, which discretion Epic Brands may exercise in its sole discretion. In furtherance and not in limitation of the foregoing, you, on behalf of yourself and your legal entities, affiliates, parents and subsidiaries, and all of the owners, managers, directors, officers, employees, contractors and other representatives of any tier of any of the foregoing, directly or indirectly (collectively the "Registrant Parties"), hereby release and discharge Epic Brands and the Facility, and all of their affiliates, parents and subsidiaries, as applicable, and all of the owners, managers, directors, officers, employees and other representatives of any of the foregoing (collectively the "Released Parties"), from all claims, causes of action, damages (incidental, consequential, punitive or otherwise), fines, penalties, costs, expenses and other liabilities of any kind arising out of or related to the cancellation of an event for any reason. Notwithstanding anything to the contrary set forth in this Agreement, the limit of liability of the Released Parties for damages (incidental, consequential, punitive or otherwise) or any other liabilities of any kind (including, but not limited to, costs, expenses and attorneys' fees), to you or any of the other Registrant Parties as a result of any breach of this Agreement and/or any other act or omission for which any of the Released Parties are or may be liable, whether by statute, in contract, negligence, gross negligence, fraud, intentional misconduct, other tort or claim of any kind, shall be limited to the price actually paid to Epic Brands by you for the registration of your team for the competition out of which the cause of action accrued.

You and your legal entities, affiliates, parents and subsidiaries, hereby jointly and severally agree to indemnify, defend (with counsel of Epic Brands' choosing) and save harmless the Released Parties from and against any and all claims, damages (incidental, consequential, punitive or otherwise), expenses, costs, fines, penalties, attorneys' fees, liens, suits, judgments and other liabilities of any kind, including, but not limited to, liabilities for property damage and personal injury (including death) (each a "Claim" and collectively the "Claims"), arising out of or resulting from or in connection with any acts or omissions of any one or more of the Registrant Parties, regardless of whether any such Claim is caused in part by a Released Party hereunder, including but not limited to claims of copyright infringement by any third party for the use of the music you provide for the team's performance. You and your legal entities, affiliates, parents and subsidiaries hereby (a) release and forever discharge the Released Parties from any and all acts of active or passive negligence on the part of any of the Released Parties including, without limitation, those based on personal injury, death and/or property damage, and (b) waive any and all incidental and/or consequential damages for claims, disputes and other matters in question arising out of or relating to this Agreement, the competition, the Facility or otherwise.

This Agreement contains the entire agreement between the parties, shall supersede all prior negotiations and agreements with respect to the subject matter hereof and may only be amended by an instrument in writing executed by all parties hereto. If any provision of this Agreement is held to be invalid by any court or arbitrator of jurisdiction, it shall be amended to the smallest extent necessary to render such provision valid and enforceable, and the remaining provisions of this Agreement shall survive. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, exclusive of the conflict of laws provisions of that State. The parties hereby consent to the jurisdiction of the courts of the State of Maryland, and if diversity of citizenship exists, to the jurisdiction of the United States District Court for the District of Maryland. Venue shall be in the Circuit Court for Howard County, Maryland. This Agreement shall inure to the benefit of the parties hereto and their successors and permitted assigns, and shall be binding upon the parties hereto and their successors and assigns. You shall not be permitted to assign this Agreement, in whole or in part, and any such purported assignment shall be void ab initio. In the event Epic Brands engages an attorney to collect amounts due and owing under this Agreement, whether or not suit has been filed, or Epic Brands is the prevailing party in any litigation or other proceeding arising out of or related to this Agreement between the parties (or initiated or caused by any or more of the Registrant Parties), you shall reimburse Epic Brands for the costs and expenses, including, but not limited to, attorneys' fees, incurred by Epic Brands in connection therewith, including those arising out of any appeals. Your obligation to pay cost, expenses, attorneys' fees and other amounts due Epic Brands shall not be deemed to be merged into any judgment. Time shall be of the essence to your obligations under this Agreement.

Notices under this Agreement shall be sent to you at the email address you use when registering and shall be effective when sent. Any notice by you to Epic Brands shall be sent to the email address first appearing above and shall be effective upon receipt by Epic Brands.

Amendment

Epic Brands may amend the terms and conditions of this Agreement at any time by reasonable notice. Reasonable notice shall include, without limitation, posting the revised terms and conditions on its website at www.theepicbrands.com (or a link on that website), which terms and conditions shall be binding on you.

WAIVER OF JURY TRIAL - The parties hereby waive trial by jury in any action or proceeding arising out of or related to this Agreement. It is agreed and understood that this waiver constitutes a waiver by both parties of trial by jury of all claims to such actions or proceedings. This waiver is knowingly, willingly and voluntarily made by both parties, and both parties hereby represent that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury or to in any way modify or nullify its effect.

PRIVACY – ALL INFORMATION COLLECTED BY EPIC BRANDS IN CONNECTION WITH THIS REGISTRATION AGREEMENT IS GOVERNED BY THE PRIVACY POLICY POSTED AT WWW.THEEPICBRANDS.COM