

Registration Agreement & Policies

AGREEMENT - PLEASE READ FIRST

Before you register your team for one of our competitions, please carefully read this agreement. It is very important that you understand what we are asking from each team representative who registers with us.

This Registration Agreement ("Agreement") is an agreement between the team or organization registering for an event (referred to herein as "you," "your" or words of similar import), and LEVEL UP CHAMPIONSHIPS, Powered by Fusion Cheer &Dance, of Chattanooga, TN (referred to herein as "Level Up Championships/Fusion Cheer and Dance," "us," "our" or words of similar import). By submitting your online registration, you agree to be bound by the terms and conditions of this Agreement, and by the Level Up Championships/Fusion Cheer & Dance Safety Guidelines, Rules and Regulations, Policies, Code of Ethics, and all documents referred to or incorporated therein, all of which you acknowledge that you have reviewed as available at www.championcheercentral.com.

All such documents are incorporated into this Agreement by reference. As the responsible party for this registration and team/organization, I acknowledge that I have read the payment policies, weather-related policy, and cancellation policy governing events hosted by Level Up Championships/Fusion Cheer & Dance. I fully understand the financial responsibilities associated with this registration and accept liability for any and all debts incurred as a result of this registration.

REGISTRATION INFORMATION

REGISTRATION for any Level Up Cheer & Dance Championships event must be completed via regchamp.com/fusion or you may print off our registration form to complete.

Any registrations submitted via USPS mail must be postmarked by the deadline.

Payments

CREDIT CARD PAYMENTS CAN ONLY be called into our office and must be received by the payment deadline.

Office Hours: Monday - Friday 9am-5pm EST

(423) 899-2860

CHECK PAYMENTS can be written out to "Tshirt Talk/WGS" and must be received by the payment deadline.

Check Payment & Registration Forms can be mailed to the following address:

Tshirt Talk/WGS

4433 Hwy 58 Chattanooga, TN 37416

Payment by credit card or check must be received in FULL by the payment/registration deadline or your team/gym will not be scheduled to compete. No Exceptions!

All signed/completed registration forms received by Fusion Cheer & Dance constitutes guaranteed payment by the organization.

Discounts cannot be combined with other discounts. Bids awarded cannot use any additional discounts. Use your best discount/bid per athlete.

CANCELLATION POLICY

If your team needs to cancel their performance at an event for any reason please contact us immediately at (423) 899-2860 **AND** send an email notification to emily.fusioncheeranddance@yahoo.com.

Cancellation will NOT BE EFFECTIVE until the date we receive your email cancellation notice.

The following cancellation policies shall apply:

- 90 or more days prior to an event, you are eligible to receive a Full Refund.
- 89-22 days prior to an event, you are eligible to Transfer fees to another event within the same competition season.
- There is absolutely No Refund 21 days or less prior to the event. There will be no exceptions.
- There are No Refunds for teams or participants that no-show at an event.
- If your team participant numbers change for any reason, there is NO REFUND of the difference. The credit can be applied to another event within the same competition season.

INCLEMENT WEATHER POLICY

- If Fusion Cheer & Dance chooses to cancel an event due to inclement weather and it is not rescheduled, your team will receive a Full Credit to any other Fusion Cheer & Dance event.
- Host venues may force us to cancel due to unseen circumstances in which case a backup date will be provided.
- If you cannot attend the backup date, you are free to transfer your fees to another
 event within the same competition season. Otherwise, if the facility is open, the event
 will go on.
- Please make any necessary travel arrangements so that you will not have any problems making it to the event on time and safely.
- No refunds will be made for teams that choose not to attend

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 Fusion Cheer & Dance sends you notification that an event has been canceled, as the case may be, to elect in writing ("Election Notice") sent to the following email address emily.fusioncheer&dance@yahoo.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 November through April, with the exact time period from year to year as posted at <u>fusioncheeranddance.com</u> and subject to change at any time by sole discretion of the Fusion Cheer & Dance event producer.

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 LEVEL UP CHAMPIONSHIPS/FUSION CHEER & DANCE SHALL CONSTITUTE LIQUIDATED DAMAGES TO REIMBURSE FUSION CHEER & DANCE FOR THE COSTS AND EXPENSES THAT INCURS IN SUCH CANCELLATION, AS THE PARTIES AGREE THAT IT WOULD BE IMPOSSIBLE OR EXTREMELY DIFFICULT TO CALCULATE THE ACTUAL DAMAGES THAT FUSION CHEER & DANCE INCURS IN CONNECTION THEREWITH.