



SUMMIT POLICIES, TERMS, AND CONDITIONS

ATTENTION: BY COMPLETING THE ONLINE PROCESS FOR REGISTRATION YOU ARE AGREEING TO THE FOLLOWING RELEASE AND INDEMNITY. THIS MEANS YOU WILL GIVE UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE, BY PROCEEDING AND COMPLETING THE REGISTRATION PROCESS. PLEASE READ CAREFULLY.

FURTHERMORE: THIS AGREEMENT IS BETWEEN SDC AND THE PARTICIPATING DANCE SCHOOL ONLY. IT IS STRONGLY RECOMMENDED THAT ALL DANCE SCHOOLS ATTENDING COMPETITIONS CREATE A COMPETITION AGREEMENT WITH THEIR INDIVIDUAL CLIENTS TO INCLUDE A INDEMNIFICATION CLAUSE, MEDIA RELEASE, AND REFUND POLICY THAT BOTH PROTECTS YOUR BUSINESS AND ALIGNS WITH YOUR STUDIOS BELIEFS AND VALUES. STUDIOS SHOULD NOT REGISTER ANY CLIENTS TO ATTEND COMPETITIONS WITH WITHOUT A SIGNED AGREEMENT TO YOUR TERMS AND CONDITIONS.

REGISTRATION AGREEMENT / WAIVER

I hereby declare that by accepting and submitting a registration for SUMMIT ELITE DANCE CHALLENGE, I have the authorization of the owner or director to accept all the terms and conditions as described below.

In consideration of a studio or school being permitted to participate in this event, the owner/director hereby takes action for themselves, their executors, administrators, heirs, next of kin, successors, clients, dancer, members, and assigns as follows: (A) Waive, release, and discharge from any liability for death, disability personal injury, property damage, property theft or actions of any kind which may hereafter accrue to participants, THE FOLLOWING ENTITIES OR PERSONS: SUMMIT ELITE DANCE CHALLENGE INC., and their directors, officers, employees, volunteers, representatives and agents, the event sponsors and event volunteers, event facilities and their staff, (B) indemnify and hold harmless all entities or persons mentioned in this paragraph from any liabilities or claims made by other individuals or entities as a result of my actions during this event.

The studios/schools, owners, and directors understand that at this event or related activities may be photographed and agree to allow and gain permission from their clients attending for all photo, video, or film of all participants to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and/or assigns.

ENTRIES

Early registration rates are offered for entries received and paid for by early registration deadlines. Each competition day has a maximum number of entries that will be accepted. Entries will be accepted in the order that they are received. Late fees apply for all account balances not paid by February 1 of the event season. By clicking SUBMIT through our online registration platform after inputting your entries, you have purchased spots and cannot sell them to other studios. Therefore the dance school is responsible to pay for those SOLD spots accordingly.

REGISTRATIONS

- **REGISTRATIONS** - are accepted via our website registration portal only. No faxed entries will be accepted. No paper entries will be accepted.
- **WITHDRAWAL POLICY** - All registrations submitted are final and non-refundable. Once registrations are submitted, it is a binding agreement. Due to the significant costs of planning and running each event, NO refunds for withdrawals for any reason are accepted. **Please see our updated Covid-19 Refund Policy below for exception information in the CANCELTION SECTION.
- **MEDICAL REFUND POLICY** - If a dancer must withdraw from an event due to medical injury or illness, a doctor's note must be received by the SDC Competition office before the start of the registered event. Please email the note to summitdancechallenge@gmail.com with the dancer's full name and event location in the subject field. The studio will then be issued a credit note for the participant's routine(s), that can be used the following season. Credit notes are valid for 1 year. Credits will belong to the dance studio and not to a particular dancer so that each studio can determine its own refund policy accordingly.

- **RETURNED PAYMENT FEE** - There is a \$30.00 returned payment fee for incomplete payments.
- **REGISTRATION AGREEMENTS WITH YOUR CLIENTS** - SDC is considered a whole seller to you our client, and the dance school. We cherish this relationship with you, as each dance school cherishes its relationships with its students. Our fees and studio incentives are confidential to studio administrators only. Studios have the right to keep their upcharges confidential and make their company endeavours profitable. Summit does not accept independent entries.

GENERAL POLICIES

- Contestants must be in the building and ready to perform up to 30 minutes before their estimated performance times.
- SUMMIT and the host facility are not held responsible for personal injury or property loss/damage to contestants and spectators.
- All teachers and contestants agree that the manner and method of judging will be solely at the judging panel's discretion. Results for each competition and video critiques will be available to the studio online after the competition has concluded.
- Special microphones and sound equipment are not allowed. No lighting requests will be taken.
- Studios are solely responsible for any damages to non-owned property or financial losses occurring as a result of a breach of the agreement. Studios must ensure that all footwear and props will not damage or mark the stage flooring.
- SUMMIT reserves the right to reduce the number of competition days depending on # of registration. Contestants must compete on their designated day. We will make considerations for special requests but cannot be guaranteed. **SDC reserves the right to make changes to venue, dates, and times if necessary.
- All dancers and teachers are expected to display good sportsmanship. Failure to do so will result in immediate disqualification with no refunds.
- All cash awards will be awarded to the studio owner only.
- SDC reserve the right to "bump up" any routine to a higher level by the direction of our judging panel.
- One full mark will be deducted from any routine that is considered "not family-friendly" by the director or judges. We encourage choreographers to ensure their music does not have offensive language and that choreography and costuming is age-appropriate and suitable for all audiences. In extreme cases, the SDC team reserves the right to refuse any performance from continuing.
- For the protection of the dancers, cameras or video equipment of any kind is prohibited from being used in the changing areas. This includes cell phones and tablets.
- SUMMIT does not discriminate; however, we do reserve the right to refuse entry into the competition as a competitor or spectator, to any group or individual who has been deemed unsportsmanlike by our staff. Anyone displaying unsportsmanlike behaviour during the event will immediately be asked to leave the facility and no refunds will be issued.
- Judging panels will consist of 3 vetted and highly qualified judges, including one head judge. Our head judge is responsible to ensure SDC's high standards of judging are maintained throughout each event.
- **Due to the pandemic, we have all learned that we must be adaptable. While we intend to run our upcoming season in a "normal" format, SDC reserves the right to implement any new additional safety protocols deemed necessary to be granted permission to run our live events. Thank you for your understanding and we all remain hopeful this will not be necessary for the next dance season.**

CANCELLATION POLICY

- At SUMMIT we fully understand the complexities of studios choosing their dance competitions each season. If the rare occasion arises that an event has insufficient registrations to run, we provide notification to studios as early as possible and no later than December 31st. At this time, full refunds are issued within 5 days. Summit is not responsible for travel or accommodation costs incurred by individuals travelling in the event of a cancellation.
- "Acts of God" or Circumstances "Outside Our Control": An "Act of God" is defined in legal terms for events outside of human control, such as sudden floods, severe weather conditions, or other natural disasters, for which no one can be held responsible. Additional circumstances outside of our control are but are not limited to, mass bacterial infections or communicable diseases, and pandemics. The competition may be forced to cancel or postpone due to the described. In this case, SUMMIT is not liable for any loss resulting to the participants as a result of this cancelled or postponed event. The competition will make all reasonable efforts to reschedule an event by arranging an alternative date in or near the same city. The competition does not refund participants for cancelled or postponed events due to acts of God or circumstances outside of our control.

Note: Credit Card surcharges of 2.9% are non-refundable. We encourage any payments to be made by e-transfer or cheque to avoid service fees. We do not share our prices or discounts with your clients. If contacted by parents, we explain that we are considered a wholesaler, and most studios must upcharge accordingly to be able to cover their competition-related costs.