

PARTICIPATION AGREEMENT

ATTENTION: PLEASE READ AND SIGN YOUR INITIALS AT THE BOTTOM OF EVERY PAGE

(ⓘ)WARNING: READ CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT THAT INCLUDES, BUT IS NOT LIMITED TO, A RELEASE OF LIABILITY, ASSUMPTION OF RISK AND WAIVER OF LEGAL RIGHTS AND DEPRIVES THE PARTICIPANT OF THE RIGHT TO SUE THE ORGANISATION AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS THE PARTIES HAVE READ IT IN ITS ENTIRETY; SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

FIRST PARTY

I, _____
(insert full name)

of, _____
(street number & street name)

(city/suburb/state and country) (postcode)

representing _____
(myself/university/other)

with email _____ and phone No: _____

with Passport No: _____ or Cyprus ID: _____

will be participating in the Pole Art 2016 Competition (hereinafter "the Event"), held in 'Monte Caputo' multi-function center (hereinafter the "Venue") in Limassol, Cyprus, starting on the **25th of October 2016** until the **28th of October 2016**.

AND

SECOND PARTY

Pole Dance Ltd., a Company registered in the Republic of Cyprus, with Reg. No. 309721 and registered address: Spirou Kyprianou 10, 2nd Floor, Germasogeia, Limassol, Cyprus. The Event is organized and is a project of Pole Dance Ltd; all rights reserved.

This Agreement is made between the First Party (hereinafter referred to as "I" and/or "Participant" and/or "me" and/or "my") and the Second Party (hereinafter referred to as the "Organisation").

All Participants for Pole Art Event 2016 are required to complete and sign this Agreement. The Agreement must be completed, signed and returned to the Organisation prior to the commencement of the Event. The Organisation will request at the time of the Event the completed signed Agreement in case it was not been supplied before, and will provide the Participant with the necessary accreditation documentation or permission that allows the participant to participate in the Event.

Initials: _____

Signature: _____

NOW, THEREFORE, in exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **Organisation and I agree as follows:**

I ACKNOWLEDGE that I have read and understood and abide by the Rules & Regulations available on the Event's website [www.poleart.com](http://poleart.com), more specifically at <http://poleart.com/rules.php> (hereinafter referred to as the "Rules & Regulations") and as also may be displayed in the Event's Venue.

I DECLARE that I have paid the relevant fee allowing me to participate in the Event as mentioned in the Rules & Regulations. The Organization upon receipt of my participation fee and this signed Agreement is allowing me to participate in the Event.

I DECLARE that I meet, and will continue to meet for the duration of the Event, the eligibility requirements as required under the Event's Rules & Regulations and this Agreement.

I AGREE to behave appropriately at all times, act respectfully towards all people, equipment, property and facilities and participate in the Event with a cooperative and positive attitude.

I ACKNOWLEDGE that I understand and that I am bound by the rules/laws that govern pole dance for this Event as well as the Event rule variations for pole dance and any applicable Event rule variations as these are clearly displayed in the Event's Venue. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

I DECLARE that I am medically and physically fit and able to participate in the Event; and I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event. I will immediately notify the Organisation in writing of any change to my medical condition, fitness or ability to participate. I understand and accept that the Organization will continue to rely upon this declaration as evidence of my fitness and ability to participate.

I ACKNOWLEDGE that there are inherent risks and dangers associated with my participation in the Event and that accidents can and often do happen which may result in me being injured or even killed, or my property being damaged and that I have the sole responsibility for my personal property during the Event. These risks and dangers may be caused by my own actions or inactions or the actions or inactions of others, or the condition in which the Event takes place. Possible injuries include, but are not limited to, contusions, muscle strains and sprains, broken bones, lacerations, cardiac malfunction, head, neck, and back injury, paralysis. The Participant understands that he/she should assess his/her physical condition and the possibility of injury. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

I AGREE that I will not participate in the Event unless I am completely satisfied with the adequacy and condition of the Event's Venue, including but not limited to the arena and all fixtures, fittings, equipment, goods, apparatus or other things supplied, provided or used in or related to the conduct of the Event. I acknowledge that the Organisation makes no warranty that the Event's Venue, arena and anything related to the conduct of the Event is fit for the purpose.

Initials: _____

Signature: _____

I INDEMNIFY and will keep indemnified the Organisation to the extent permitted by law in respect of any claim by any person, including but not only to any other participant competing in the Event, arising as a result of or in connection with my participation in the Event.

I HEREBY covenant not to bring any action legal, equitable, or otherwise, or to make any claim of any nature whatsoever against the Organisation, its officers, trustees, employees, and agents, the Event and its officers, sponsors, partners, instructors, representatives and any other persons involved with the Event's activities, either directly or indirectly, for any personal injury or injuries, including death or property damage which I or others might sustain in engaging in the Event necessarily or incidentally associated therewith.

I HEREBY release and further discharge the Organisation, its trustees, officers, employees, and agents, and the Event, its officers, sponsors, partners, instructors, representatives and any other persons, either directly or indirectly, of any responsibility or liability of any nature to me for any personal injuries, death or property damage which I may suffer or incur either directly or indirectly as a result of my participation in the Event.

I CONSENT to receiving any medical treatment that Organisation reasonably considers necessary or desirable for me during my participation in the Event. I also agree to reimburse the Organisation for any costs or expenses incurred in providing me with medical treatment.

I UNDERSTAND that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the event by the Organisation, its affiliated entities or contractors become the sole property of the Organisation. I acknowledge that such photographs, motion pictures, recordings, and/or likenesses of me may be edited disseminated, adapted, modified copied, used, exploited in whole or in part in all media and formats throughout the world in perpetuity for any legitimate commercial or non-commercial purpose, including but not limited to promoting, advertising, and marketing the Organization and future events, without prior notice or compensation. I further understand that the Organisation has the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses. I also grant the Organisation the permission to use my name in connection with its legitimate commercial and non-commercial purposes including but not limited to promoting, advertising, and marketing of the Organisation in any way and for this Event and for any future events.

I, by participating in the Event, hereby grant the Organisation and related affiliates a non-exclusive, world-wide, perpetual, irrevocable and royalty-free license to reproduce, distribute, publicly display, publicly perform, and create derivative works of all photographs, video, media and other copyrightable material provided by the Organisation, the Organisation's contractors or by any participants, for any use in connection with the Organisation, this Event or future events, including any marketing or promotion thereof.

I shall defend the Organization and related affiliates thereof against any claim, demand, suit or proceeding made or brought against them by a third party alleging that any participant, in furtherance of the Event, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify the Organisation and Sponsors and related affiliates from any damages awarded against, and for reasonable attorney's fees incurred by, the Organisation, Sponsors and related affiliates in connection with any such claim, demand, suit or proceeding.

Initials: _____

Signature: _____

I AGREE that the Organisation requires the information requested in this Agreement for use in relation to the Event. Any personal information provided will only be used in accordance with the objects and purposes of the Organisation and general business and in relation to the Organisation and administration of the Event. This includes providing you with Event related information via post, email or SMS text messaging. If the requested information is not provided you may not be able to participate in the Event. The Organisation may also use your personal information for the purposes of providing you with promotional material from the Event, future events, the Organisation, Event sponsors or third parties.

I AGREE to release and to hold harmless the Organization, the hosting sites www.poledance.com and www.poleart.com and the Venue where the Event will occur, the affiliates of Organisation and the Venue, and the respective directors, officers, representatives, members, agents, and employees of Organisation, the Venue and their respective affiliates (*hereinafter the "Releasees"*) from any and all liability for negligence or any other claim judgment, loss, liability, cost and expenses (*including, without limitations, attorney's fees and costs*) arising out of or connected with the Event, including any claim arising out of or connected with any illness or injury (*minimal, serious, catastrophic and/or death*) that I may incur or sustain during the Event, all activities associated with the Event and while traveling to and from the Venue for the Event whether or not the Event actually occurs. I further expressly agree to indemnify and hold harmless Releasees and Releasees' heirs, successors, assigns, executors and administrators against loss from any further claims, demands or actions.

I ACKNOWLEDGE that the Organisation at its sole discretion may delay, modify, or cancel the Event if conditions or natural or man-made emergencies make administering or holding the Event unreasonably difficult or unsafe. I agree that "emergency" includes but is not limited to: high wind, extreme rain, hurricane, tornado, earthquake, flood, terrorism, fire, threatened or actual strike, labour difficulty, financial problems, insurrection, war, public disaster, and/or unavoidable casualty.

The Participant is responsible for any costs or expenses incurred by him/her as a result of winning any prize; prizes as mentioned in the Event's Rules & Regulations. The prize awarded to the eligible winner is not transferrable. All taxes on the prize are the sole responsibility of the eligible winner, who shall be responsible for completing any applicable forms required by a taxing authority. The participant hereby agrees and accepts that by winning the Event the participant may incur taxes and other levies including but not limited to any prize tax or income tax. The participant hereby unconditionally accepts to bear any such tax or other levy.

I ACKNOWLEDGE that the Event participation fee and associated costs (*including optional product purchases, spectator tickets, and donations*) are non-refundable, including in circumstances where I am unable to attend due to illness or injury or a scheduling conflict.

Initials: _____

Signature: _____

I UNDESTAND that if legal action is brought in connection with this Agreement or its subject matter, the courts of Limassol, Cyprus shall have the sole and exclusive jurisdiction over the action and that only the substantive laws of Cyprus shall apply.

I AGREE that if any provision of this Agreement is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of this Agreement or affect the validity or enforceability of it in any other jurisdiction.

Entire Agreement: This Agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire Agreement between me and the Organisation and cannot be modified or changed in any way. For the avoidance of doubt the Entire Agreement includes this Agreement and the Rules and Regulations of the Event as mentioned in <http://poleart.com/rules.php> (hereinafter the "Entire Agreement")

Electronic Signature Authorization: This transaction may be conducted by electronic means and the Parties authorize that their electronic signatures act as their legal signatures of this Agreement. This Agreement will be considered signed by a Party when his/her/its electronic signature is transmitted. Such signature shall be treated in all respects as having the same effect as an original handwritten signature. Participants are required to submit a copy of their valid passport attached along with the submission of this Agreement. *(You are not required to conduct this transaction by electronic means or use an electronic signature, but if you do so, then you hereby give your authorization pursuant to this section).*

I have had sufficient opportunity to read this Entire Agreement, fully understood its terms, understood that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be bound by its terms forever. I further understand that I must be at least eighteen years of age to sign this Entire Agreement. If the participant is under the age of 18, a parent or guardian's signature is also required on the signature page that follows. I acknowledge that this Entire Agreement is contractual in nature, is intended to have legal effect and is not a mere warning or recital. The Organization is not responsible for my decision to participate in the Event and I was not induced by the Organisation to do so. I acknowledge that my participation in the Event is not transferable to any other person.

I execute this Entire Agreement with the intent to be legally bound hereby for myself and on behalf of my heirs, administrators, executors and assigns.

THEREOF, the Organisation and the Participant have executed this Entire Agreement (pages 1-6) in duplicate originals, one of which is retained by each of the parties, effective from the 25th of October 2016.

SIGNATURE PAGE FOLLOWS

Initials: _____

Signature: _____

IF PARTICIPANT IS ABOVE 18 YEARS OLD:

PRINTED NAME OF PARTICIPANT: _____

PARTICIPANT'S SIGNATURE: _____

DATE OF BIRTH: _____

OR

IF PARTICIPANT IS BELOW 18 YEARS OLD:

As the Parent and/or Legal Guardian to the minor identified below, I hereby accept and agree to all of the terms and conditions of this Entire Agreement in connection with the minor's participation in the Event. If, despite this Agreement, I, or anyone on the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

PARENT/GUARDIAN NAME: _____

PARENT/GUARDIAN SIGNATURE: _____

PRINTED NAME OF PARTICIPANT: _____

DATE OF BIRTH: _____

AND

ORGANISATION: POLE DANCE LTD.

Represented by: _____

Title: Director

Signature: _____

Initials: _____

Signature: _____