

INTERNATIONAL MUSIC CLEARANCE CERTIFICATE

On behalf of the Team, and each member of the Team, as identified below, the undersigned certifies, warrants and represents that the Team has secured all necessary rights either (i) by selecting music exclusively from one or more of the USA Cheer music catalogs or providers that provide all required licenses, or (ii) by directly securing all necessary rights from all relevant music publisher(s) and recording companies which own rights to the musical compositions and the recordings (“Licensed Music”) used in each and every routine performed by the Team, including, without limitation, the right to mix compositions and recordings together into one remix or recording, and the right to perform, synchronize and remix the compositions and recordings, and that the use of the compositions and recordings, as contemplated by the Team and Varsity Spirit LLC and/or its affiliates or subsidiaries (collectively, “Varsity Spirit”), will not infringe upon the rights of any third party. The Team shall defend, indemnify and hold Varsity Spirit, its parents, subsidiaries, affiliates, partners, licensees and third parties which or who may derive rights from Varsity Spirit, as their interests may appear (collectively, the “Indemnified Parties”) harmless from and against any and all claims, losses, costs, expenses and damages incurred by the Indemnified Parties including, but not limited to, reasonable attorneys’ fees and costs, resulting from any claim inconsistent with the foregoing warranties and representations.

If the Team’s right to use the Licensed Music is challenged, pursuant to the applicable rules of any applicable competition, then the Team shall provide to the Indemnified Parties every fully executed licensing agreement(s) with the relevant music publisher(s) and recording companies (individually and collectively, the “Signed License Agreement[s]”). If any Signed License Agreement is in a language other than English, then the Team shall provide (and be solely responsible for the associated cost) a copy of each Signed License Agreement translated to English. Failure to provide such Signed License Agreements to the Indemnified Parties’ satisfaction may result in consequences to the Team as set forth in the applicable rules.

Governing law: If this Certificate is provided in connection with events held in the United States, it shall be governed by the laws of the State of Texas, applicable to agreements wholly made and performed therein. If this Certificate is provided in connection with events held in the European Union or the United Kingdom, it shall be governed by English Law, applicable to agreements wholly made and performed therein. If this Certificate is provided in connection with events held in Canada, it shall be governed by the laws of the Canada, applicable to agreements wholly made and performed therein.

I declare under penalty of perjury that the foregoing is true and correct.

Team Name: _____

Your Signature: _____

Your Name: _____

Your Title: _____

Date: _____