<u>RELEASE & WAIVER OF LIABILITY</u>

In consideration of participating in the TCElite, I represent that I understand the nature of this activity and that I am qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity. I fully understand that this activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge and covenant not to sue TCElite, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and , if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any loss, liability, damage or cost, which any may incur as the result of such claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand 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 a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Printed name of partici	pant Da	ate

PARENTAL CONSENT: AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the Minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby Release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

COMPETITIONS

Full year teams compete at 6-7 regional and 1-2 National competitions. Local competitions are within 200 miles of the gym, 2-3 travel competitions are out of the area. Events may be one day or two day competition.

*All competitions are mandatory, missed competition will result in losing positions in the routine or dismissal.

*Competitions/events are the first priority of the athletes on TCElite while traveling. Although we compete in fun locations, vacationing and leisure activities cannot conflict with the needs of the team.

*Parents are required to make timely reservations in order to secure travel and hotel accommodations.

*Travel plan will be available for athletes on junior or senior teams if parents cannot attend at an additional fee. More information will be available with the competition schedule.

TEAM COMMITMENT

Full commitment is critical to the success of all teams. We do require each family to complete and sign financial form. If the athlete quits or is removed from the program for code of conduct violations, there are NO refunds and a \$300 exit fee will be charged.

Misconduct applies to Athlete and/or family member.

_____Athlete initials

_____Parent initials

____Date

GENERAL GYM RULES

All choreography including but not limited to dance, stunts, transitions, tumbling, music section, etc.. are exclusive property of Top Cheer Elite Gym and should not be shown or discussed with others. NO VIDEOS of routine or choreography should be uploaded to sites including Youtube, Facebook, Instagram and Snapchat, etc.

Cell phone or electronics must be on silent and left in locker area. And are not allowed to be use during practice without coaches permissions.

Practices are closed (Parents are NOT allowed to stay during practices.) Children tend to do better when their parents aren't watching. You will be able to come in the last 15 min of practice to watch from the lobby/viewing area.

Coaches can request any athlete or team to stay longer than their regular scheduled time, add a practice, or competition if needed.

Bullying, of any kind, by an athlete or parent, in person or social media, will not be tolerated and may be grounds for immediate dismissal.

Smoking, vaping, alcohol consumption, drug use, contraband, and weapons at any time are prohibited in our gym and competitions and will be immediate dismissal of Athlete.

PRACTICES/ ATTENDANCE

All teams will have a set of Two-Three days a week. Additional practices may be scheduled at the coaches discretion. Practices times usually remain consistent throughout the season and are only changed under special circumstances. Practices are mandatory for all athletes.

Attendance is mandatory to all practices, if athletes cannot make a practice due to illnesses please notify the coach immediately.

Tiredness, soreness, injury or likewise is NOT an excused absence. Athletes must attend practice and watch from the sideline or modify participation.

Routines are often changed and the absence of a single athlete can hinder the instruction and/or ability for the team and/or stunt group to practice.

To hold every family and athlete accountable in the same manner, a \$20 fee charge will be added to the card on file.

Authorized reason to miss a practice, if the athletes is vomiting or has a fever.

_____Athlete initials _____Parent initials _____Date

ATHLETE EXPECTATIONS

I have read the registration packet and understand the commitment I am making to the TCElite program, staff and other team members.

I will participate for the entire season, and not quit mid-season; I understand that quitting will result in financial consequence, along with causing hurt to my team.

I will maintain a positive attitude and work ethic and will follow all coaches instructions.

I will be at practice, be on time, and give 100% when I'm there.

I agree that if I participate in activities other than TCElite, my commitment to my team comes first.

I will refrain from being negative about the program, coaches, and team members in person and in public or social media platforms, such as tik tok, Instagram, Twitter, snapchat and Facebook.

I will refrain from posting anything inappropriate while in uniform or TCE attire, at competitions, or event that I could be connected to the TCElite program.

I understand that I am required to stay and cheer for all other TCElite teams at competitions.

I understand that profanity, inappropriate behavior, bullying or negative discussion are not tolerated and are cause for removal from the team and/or program.

I will accept coach decisions regarding team placement, stunt position and choreography, and will put the good of the team ahead of myself.

I understand that positions in the routine or team are not permanent and can change throughout the season.

I understand that I may not be allowed to compete if I miss a practice two weeks prior to a competition.

Athlete'	s Name:	
Athletes	Signature:	 Date

PARENT EXPECTATIONS

We have read the registration packet and understand the commitment we are making to the TCElite program, staff and other team members.

I understand the following:

Payment is due on the 1st of each month by automatic withdrawal of card on file. There is a \$25 service fee during each month that there is no valid card on file OR if card comes back declined or expired.

TCElite does not send statements. It is the responsibility of the parent or other adult signing the contract to meet all financial requirements.

If payment has not posted by the 10th of the month, a \$25 late fee will be assessed, and the athlete will be removed from practice until payment is made. Accounts that reach 30 days past due will cause athlete to be removed from the team. Delinquent accounts past 90 days will be sent to an outside collection agency for enforcement. Athletes will not be able to return to the following season if they have a current balance.

Families have 30 days from the date the contract is signed before it becomes binding. If, for any reason, a contract is broken after the 30-day window, the member may continue to pay off the contract OR pay a 1-time termination fee of \$300. There are no refunds if you leave our program. We do this to cover the expense of finding someone to fulfill your responsibility to your team.

Practices are closed to spectators except for the last 15 minutes of practice. Parents and non-participating children are not allowed on any gym equipment or performing surfaces.

Transportation and accommodations while traveling to competitions are not included, and are the responsibility of the parents. If parents cannot attend, athletes may travel with the team for an additional fee. Carpooling is the responsibility of parents to arrange.

Issues, concerns or complaints should be directed to the coach or program owner. Issues should be discussed with coaches in private, and parents should always show respect for staff in front of athletes. Negative behavior by parents is not tolerated and is grounds for dismissal of your family from this program. Threatening to pull an athlete from the program as punishment for behavior, grades, etc. is not allowed and will cause TCElite to immediately remove your child from active position in the routine as those actions effect the team as a whole.

It is the parent's responsibility to read all BAND announcements, flyers, emails and informational materials to stay up to date on team and gym events and news.

Participating on a full travel team may require up to 4-8 missed school days per season. If an athlete participates in multiple activities, parents must ensure that TCElite takes priority.

TCElite reserves the right to move athletes within a routine or between teams at our sole discretion. Teams may be split or combined at any time if it will benefit the overall program. Athletes positions in the routine or team are not permanent and can change throughout the season. Our coaches and staff will make changes based on their expertise, scoring system, judges' feedback and overall team needs. Parents are not coaches and will have no grounds to question placement in a routine – these decisions are made with the best interest of the program/team in mind, please trust our staff.

Athletes may be removed from routines or from the program for failure to follow attendance policy, behavior policy or payment policies.

Athlete's Name: ______ Parent's Signature:_____

FINANCIAL INFORMATION

Competitive cheer and dance, while is not as costly as some youth activities, it can still be expensive. Before considering this program please consider the financial commitment involved.

We have a comprehensive monthly price that covers gym fees and competition fee expenses throughout the year. During the season, there will be 11 Months of charges beginning June through May. The first month tuition will be charged the first month of practice. For the remaining months tuition will be Due the first of every month via auto credit card charge or Venmo (@tcelite-gym).

This monthly fee covers, Gym Fees, Competition fees, and other gym related expenses, and it does not fluctuate from month-to-month. Tuition does not change based on number of practices in any particular month.

Crossovers

*Crossovers are athletes that participate on more than one competition team. *If you are interested in becoming a crossover, please indicate so on your registration forms, and you will be considered when we place our teams *Crossovers are charged an extra \$50/month per crossover team

Registration Fee \$100 - Monthly Tuition \$175 full year team OR \$150 half year team

PARENT/GUARDIAN INFO	RMATION (FINANCIALLY RESPONSIBLE PARTY)
FIRST NAME:	LAST NAME
PHONE:()	
HOME ADDRESS:	CITY:
STATE:ZIF). ·
EMAIL:	

Please Complete for Monthly Payments: I hereby authorize TCElite Gym to charge my credit/debit/ATM card for Season 6 tuition and authorized expenses.

CC#:	EXP DATE:	CVV (3 DIGIT CODE):	
BILLING ADDRESS:		BILLING ZIP:	

CARDHOLDER SIGNATURE:_____

Athlete Name

Birthdate

Years of cheer experience/Highest level team

<u>Previous Teams Positions (circle all that apply):</u> Tumbler Jumper Flyer Main base Side base Backspot Frontspot

<u>Tumbling skills (circle all that apply):</u> Forward roll Cartwheel Roundoff Backbend Back walkover Front walkover Valdez Front handspring Back handspring Aerial Tuck Roundoff to backhand spring Roundoff to tuck