

2024-2025 Champs ALLSTARS Competitive Cheer Contract

I, the undersigned, hereby certify that I am the parent or legal guardian of _____ (athlete). The athlete desires to be a team member within the Champs Allstars competitive cheerleading program for the 2024-2025 season. The Champs Allstars contract, the Handbook with general knowledge regarding our season, and attachments thereto set forth terms and conditions under which the athlete may participate in the 2024-2025 competitive cheerleading season as a Champs Allstar team member.

Responsibilities of Champs Allstars

Champs Allstars hereby agrees to train your athletes like nobody else in the state. We agree to provide competitive cheerleading coaches and instruction for the purpose of teaching and training the sport of cheerleading, tumbling, techniques, stunting skills, motions, etc. to athletes in preparation for local, regional, and national cheerleading competitions and exhibitions. Champs Allstars does not guarantee any athlete a certain skill by a certain time, but we can guarantee your athlete will grow while being in our program, whether growing mentally, physically, emotionally, spiritually, etc. Champs Allstars does not guarantee that an athlete will remain on the same team throughout the entire season. All Champs Allstars cheerleading teams are fluid, so athletes can be moved from one team to another during a season. This is at the sole and absolute discretion of the Champs Allstars staff, as indicated in the Champs Allstars Handbook. Champs Allstars and its clients, representatives, employees, owners, directors, and managers make no representations or warranties whatsoever about the services to be performed or the result set might be obtained. All warranties expressed and implied are expressly disclaimed by Champs Allstars.

Responsibilities of Athlete and Parent/Guardian

I understand that accepting a place on a Champs Allstars competitive cheerleading team is an honor, a privilege, and a commitment to myself, my family, and the other fellow athlete members. The athlete hereby agrees to attend all practices and competitions and understands disciplinary actions that may be taken if the athlete does not comply with the attendance requirements outlined in the Champs Allstars Handbook.

Parent/Guardian's Indemnification of Champs Allstars

I hereby give my permission to Champs Allstars Staff to seek and give appropriate medical attention for the athlete during the period of practice or competition (or to/from) in the event of accident, injury, or illness. I will be responsible for any and all costs of medical attention and treatment. I represent that the athlete is covered by medical

insurance. I understand that, with any sport, injuries can occur and the athlete is physically fit and mentally capable of participating in cheerleading, gymnastics, and dance activities. I represent that I have sought the opinion of an athlete's pediatrician/physician. I hereby waive, release, and forever discharge Champs Allstars and its staff, employees, agents, coaches, managers, members, directors, affiliates, and representatives from all rights and claims for damages, injury, or loss to person or property which may be sustained or occur during the athlete's participation in or involvement in any of Champs Allstars activities, whether on the Champs Allstars training facility premises or at any other venue where a Champs Allstars activity takes place, or in travel thereto or therefrom.

I acknowledge that competitive cheerleading is an inherently dangerous sport in which I/my child participates at my/my child's own risk. In consideration of Champs Allstars allowing me/my child a position on a competitive cheerleading team, I, on behalf of myself, my heirs, assignees, and personal representatives, do release and forever discharge Champs Allstars, its employees, agents, officers, members, sponsors, promoters, and affiliates from any and all liability, damages, claims, losses, cost or expense, and waive and promise not to sue on any such claims against any such person or organization, arising directly or indirectly from or attributable in any legal way to any action or omission to act of any such person or organization or execution of a Champs Allstars-related cheerleading event (including, but not limited to, practices, events, travel to/from such an event) in which I, my child, or any member of our family or guest or ours will participate as a team member or spectator. I further agree to indemnify and hold harmless Champs Allstars, its employees, agents, officers, members, sponsors, promoters, and affiliates from any and all claims relating to or arising out of the Champs Allstar Handbook in any way, including attorneys' fees incurred in connection with the enforcement of this indemnification.

I expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Mississippi and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Parent/Guardian's Travel Responsibilities

I understand that:

- Champs Allstars assumes no responsibility to supervise or monitor athlete's activities or behavior during out-of-town events, except during the time the athlete is competing at the competition venue. I am responsible for my athlete's activities and behavior during out-of-town events, including travel to and from such events.

Choreography and Routine Acknowledgements

- Champs Allstars Staff is solely responsible for, and retains full creative control of, the placement of the athlete on a particular team and all competitive routines, including, but not limited to, the placement of individual athletes in formations, the positions of individual athletes in stunts (e.g., base, back spots, front spot, top girl, etc.), cheer and dance sequences.

Financial Obligations

I have read and signed the Champs Allstars Handbook. I understand that certain violations of team rules may subject the athlete to appropriate disciplinary actions as outlined in the Champs Allstars Handbook. In the event the athlete's status on a team changes in any way, whether suspended or dismissed from the Champs Allstars program for disciplinary reasons, or moved to another team, or placed as an alternate, I remain obligated to pay all costs and fees associated with having a spot on a team list for the entire twelve months and will receive no refunds of monies previously paid.

The Champs Allstars 2024-2025 Financial Obligations, which is part of the Allstar Handbook, dictates the exact payment amounts and provides a schedule for when all payments are due. All financial obligations are considered a part of this agreement and incorporated by this reference thereto. I understand that:

1. The non-refundable May tuition fee and any outstanding balances must be paid in full on or before the date of my athlete's team selection day (May 23, 2024) for my athlete to participate in June.
2. Monthly payments must be paid around the 5th, which is when we draft, each month, from June 2024 until April 2025. I will be assessed a \$50 late fee if any monthly fee is not received by the 15th day of that same month.
3. I am solely responsible for all travel costs associated with out-of-town competitions including transportation, lodging, and food.
4. Champs Allstars is hereby authorized to initiate all payments owed through automatic bank draft, as indicated on the authorization form attached hereto. I understand Champs Allstars will initiate payment from my account around the 5th of every month.
5. I will be assessed a \$50 fee, per occurrence, of a check or authorized bank draft returned to Champs Allstars due to insufficient funds.

Limitation of Liability. In no event shall Champs Allstars be liable to athlete, any member of the athlete's family, any person who is a guest or invitee of the athlete or athlete's

family at any Champs Allstars function (whether practice, competition, or otherwise), or to any third party for any loss of use, revenue, or profit or any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not Champs Allstars has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event shall Champs Allstars aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amounts paid or payable to Champs Allstars, pursuant to the agreement.

Choice of Law. This Agreement and all related documents, including all exhibits attached thereto, and all matters arising out of or relating to the Agreement, including the Champs Allstars Handbook and whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Mississippi, without giving effect to conflict of laws provisions thereof to the extent such principals or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Mississippi.

Choice of Forum. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or related to the agreement, including all exhibits, schedules, attachments, and appendices attached to this agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the state courts located in Jones county, Mississippi (Laurel Division) or federal courts within the Southern District of Mississippi (Southern Division) and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the state or federal courts of Jones County, Mississippi (Laurel Division) or federal courts within the Southern District of Mississippi (Southern Division). Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Waiver of Jury Trial. Each party acknowledges that any controversy that may arise under this agreement, including exhibits, schedules, attachments, and appendices attached to this agreement, is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in exhibits, schedules, attachments or appendices attached to this agreement, or the transactions contemplated hereby.

Attorney's Fees and Expenses: The parent or legal guardian executing this Contract shall be responsible for and obligated to pay for all attorney's fees and expenses incurred by Champs Allstars in enforcing any terms of the Contract or any breach of any provision of the Contract, including, but not limited to, any failure to pay any amounts owed under the contract.

Severability. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this agreement, and this agreement shall be construed as if such provisions had never been contained therein, provided that such provisions shall be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality, or enforceability.

Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in this Agreement, a signed copy of this agreement delivered by a person, facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Complete Agreement. This Contract, together with the Champs Allstars Handbook, Releases, Authorization, and other materials and documents referred to herein, represents the entire agreement between Champs Allstars and the undersigned and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Contract may not be amended, modified, or altered without written consent of Champs Allstars.

I have read and agreed to the terms of this

Contract:_____

(Print Name of Parent or Guardian Responsible for Payment of Financial Obligations)

I have read and agreed to the terms of this

Contract_____

(Signature of Parent or Guardian Responsible for Payment of Financial Obligations)

Email address:_____

(Email of Parent or Guardian Responsible for Payment of Financial Obligations)

Date: _____

(To be completed by Champs Allstars)

Accepted By: _____ Date: _____
Champs Allstars Director