

**2020-2021 ACE Cheer of Dothan**

**Financial Obligations & Contract**

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# Website Registration and Payment Authorization

ACE Cheer of Dothan athletes must be registered in Jack Rabbit, our online system, prior to Athlete Evaluations. Jack Rabbit is used for scheduling classes and making account payments. A credit/debit card is required for registration.

Please use the following steps to complete online registration:

* Visit [www.acetribe.com](http://www.acetribe.com/)
* Select ‘Dothan, AL.’
* Click on the ‘Registration’ link and complete the required information.

Monthly Payments

ACE monthly payment plans have been arranged to distribute the costs associated with competitive cheerleading in an affordable manner. In order to keep these fees at a lower cost, ACE Cheer of Dothan distributes expenses on time.

Timely payments are also expected from all ACE Cheer of Dothan families, parents and athletes.

* + Monthly fees are posted to athlete accounts at the end of the prior month.
	+ *(Example: July fees are billed in June.)*
	+ Monthly payments will automatically be charged in full, on the 1st or 15th of each month.
	+ *(Example: July fees are to be paid on the 1st or 15th of July)*
	+ Accounts not paid by the 15th of the month will be assessed a $25 late fee.

Payment Plan:

-Monthly fees will be drafted each month Starting in June 2020 and will go through April 2021.

-Fees will consist of $150 Monthly (Until we have a post pandemic direction) \*This is only a Gym/Practice Fee.

-Additionally there will be a charge of $225 per athlete for a practice outfit and a pair of shoes.

-Fees will go up to $285 a month one we have clearance for competitions.

-All Star Fees are drafted in FULL on the 1st or 15th of each month.

-A Credit Card must be on file for us to draft each month.

\*There is an option to full the year in full, you will receive a 10% discount.

\*Accounts not paid by the 15th of every month will result in a $25 late fee.

* 1 set of practice gear
* 1 pair of varsity cheer shoes
* USASF Membership certification
* Competition registration and coaches fees
* Meet the Tribe
* Music Fees
* Routine Choreography
* Dance Choreography
* Unlimited Open Gym

Uniform Fee:

Uniform, warm- up, Back Pack, and bow payment of **$600** shall be paid in two increments. Uniforms need to be paid in full by August 1st 2020.

Contractual Obligations

* The ACE Cheer of Dothan contract must be signed and received prior to Athlete Evaluations. This contract is effective immediately and all financial obligations are understood agreed to by the person signing the contract and this Handbook. .
* Families will have until 5:00pm on Wednesday, June 10th to “buyout” your contract for an $850 fee. (This fee will cover crossover fees to fill the available team roster position.) As of 5:01 pm on Wednesday, June 10th, you are contractually obligated for the season’s entirety. You *must* see the Business Director in person to notify him/her of your request to buyout before the deadline to be eligible for and complete a “contract buyout.”
* *The May Deposit is non-refundable!*

# If an athlete is removed or quits an ACE Cheer of Dothan team at any point, following the 5:00pm, June 10th buyout date, you will continue to be responsible for fees in full. These fees are to be paid in accordance with the assigned payment schedule and will be subject to late fees.

* If an athlete quits or is removed from an ACE team, prior to receiving merchandise, you will not receive a refund for the purchase price or the merchandise. If an athlete is listed as an alternate, you will continue to be responsible for fees in full whether or not the athlete competes.
* These, and all, decisions will be at the sole discretion of the gym owner and/or All-Star Director.

**Please Note**

**If an athlete is removed or quits an ACE Cheer of Dothan team at any point, following the 5:00pm, June 10th buyout date, you will continue to be responsible for fees in full. These fees are to be paid in accordance with the assigned payment schedule and will be subject to late fees and any other applicable charges. If an athlete quits or is removed from and ACE team, prior to receiving merchandise, you will not receive a refund for the purchase price or the merchandise. If an athlete is listed as an alternate, you will continue to be responsible for fees in full whether or not the athlete competes. These, and all, decisions will be at the discretion of the gym owner.**

ACE does not offer or support any form of fundraising whether for individual athletes or teams. Any and all fundraising activities that are organized outside of ACE may not use any form of the following: ACE/Tribe name, ACE/Tribe logo, ACE team name, Tribe or any items that carry affiliation with the ACE Brand in any way (including, but not limited to, verbal messages, posters, electronic messaging, social media, clothing, etc.)

**2020-2021 ACE TEAM SELETIONS: ATHLETE INFORMATION**

Athlete’s Legal Name:

Athlete Cell Phone:

Athlete Email:

Athlete’s School:

Does your athlete cheer with their school?

If yes, please provide the coach’s name, contact email and contact phone number below:

|  |  |  |
| --- | --- | --- |
| Grade: | T-Shirt Size: | Hoodie/Jacket Size: |
| Date of Birth: | Current Age: | Age as of August 31 2020: |
| Allergies/Medications: |  |  |

Parent/Guardian Name: Parent/Guardian Cell Phone: Parent/Guardian Secondary Phone: Parent/Guardian Email:

Athlete’s Prior Cheer Experience: Previously Attended Gym *(if applicable):*

Previously Competed All-Star Level *(if applicable):*

# I am interested in the following age division:

*\*NOTE: Athletes are never guaranteed a position. Each position is earned through practice. Positions are fluid throughout the season.*

# I am interested in the following stunt position:

*\*NOTE: Athletes are never guaranteed a position. Each position is earned through practice. Positions are fluid throughout the season.*

# Do you have siblings in the program?

If yes, must siblings be on the same team?

If applicable, please list the name of the parent/athlete that referred you:

**2020-2021 ACE Cheer of Dothan Terms and Conditions Agreement**

As the parent/guardian, I have read and completely understand the rules, requirements and regulations as outlined the 2020-2021 ACE Cheer of Dothan Parent & Athlete Handbook, including the following attachments to this contract and schedule:

* GENERAL ALL STAR HANDBOOK
* PRACTICE & COMPETITION INFORMATION

I promise to uphold and abide by the rules set forth herein. We realize that ACE Cheer of Dothan reserves the sole and absolute right to change, amend or assess the stated policies and procedures, as deemed necessary, on a

case-by-case basis.

I have read and understand the 2020-2021 ACE Cheer of Dothan Financial Obligations & Contract (Pages 1 through 6.) I have read and understand the 2020-2021 ACE Cheer of Dothan General All-Star Information (Pages 1 through 3.)

I have read and understand the 2020-2021 ACE Cheer of Dothan Practice & Competition Information (Pages 1 through 3.)

I understand that it is my responsibility, as a parent/guardian, to follow through with my child’s financial obligations associated with tuition and other fees during the 2020-2021 season. Should I fall behind or fail to make payments, I recognize that my child’s involvement with the ACE Cheer of Dothan program will be jeopardized. I also understand that if my athlete quits or is released from an ACE Cheer of Dothan team, at any point throughout the season, following the 5:00pm, June 10th buyout date, I will continue to be financially responsible for fees in full. I understand that these fees are to be paid in accordance with the assigned payment schedule and will be subject to late fees and any other applicable charges. I also understand that if an athlete quits or is removed from an ACE team prior to receiving merchandise, that I will not receive a refund for the purchase price nor will I receive the merchandise. I also understand that if my athlete is listed as an alternate for a team, that I am financially responsible for the year in full whether they compete or not. These, and all, decisions will be at the discretion of the gym owner.

Athlete Name

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

Signature of Parent or Guardian Responsible for Payment of Financial Obligations

Email of Parent or Guardian Responsible for Payment of Financial Obligations

Date

(To be completed by ACE Cheer of Dothan)

Accepted By:

ACE Cheer of Dothan Director Date

**2020-2021 ACE Cheer of Dothan Competitive Cheerleading Contract**

I, the undersigned, hereby certify that I am the parent or legal guardian of

(athlete.) The athlete desires to be team member within the ACE Cheer of Dothan competitive cheerleading program for the 2020-2021 season. The ACE Cheer of Dothan Contract, the General All-Star Information Handbook, the Practice & Competition Information Handbook and the Contract & Schedule Handbook and attachments thereto (which are adopted and incorporated by reference) set forth the terms and conditions under which the athlete may participate in the 2020-2021 competitive cheerleading season as ACE Cheer of Dothan team member.

ACE Cheer of Dothan hereby agrees to provide competitive cheerleading coaches and instruction for the purpose of teaching cheerleading, tumbling, dance skills and techniques to athletes in preparation for local, regional and national cheerleading competitions and exhibitions. ACE Cheer of Dothan cannot guarantee that an athlete will acquire any particular skill level or that an athlete will remain on the same team throughout the entire season. All ACE Cheer of Dothan cheerleading teams are fluid, so athletes can be moved from one team to another during a season, at the sole and absolute discretion of the ACE Cheer of Dothan staff, as indicated within the three (3) 2020-2021 ACE Cheer of Dothan Handbooks, hereinafter referred to as the “ACE Cheer of Dothan Handbook” and incorporated by reference herein. ACE Cheer of Dothan and its agents, 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 express and implied are expressly disclaimed.

Responsibilities of Athlete and Parent/Guardian

I understand that accepting a place on an ACE Cheer of Dothan competitive team is both an honor and a privilege, and that it entails a significant commitment to ACE Cheer of Dothan and to fellow team members. Athlete hereby agrees to attend all practices and competitions, and understands the disciplinary actions that may be taken if the athlete does not comply with the attendance requirements set forth in the “Practice Attendance” and “Competition Attendance” sections of the ACE Cheer of Dothan Handbook.

I hereby give my permission to ACE Cheer of Dothan 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 cost of medical attention and treatment. I represent that the athlete is covered by medical insurance. I understand that, as with any sport, injuries can occur and the athlete is physically fit and mentally capable of participating in cheerleading, gymnastic, and dance activities. I represent that I have sought the opinion of athlete’s pediatrician/physician. I hereby waive, release and forever discharge ACE Cheer of Dothan and its staff and representatives from all rights and claims for damages, injury, or loss to person or property which may be sustained or occur during athlete’s participation in ACE Cheer of Dothan activities, whether on the ACE Cheer of Dothan training facility premises or at any other venue where an ACE Cheer of Dothan activity takes place, or in travel thereto or there from.

I acknowledge that competitive cheerleading is an inherently dangerous sport in which I/my child, participate at my/my child’s own risk. In consideration of ACE Cheer of Dothan 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 ACE Cheer of Dothan, its employees, agents, officers, members, sponsors, promoters and affiliates from any and all liability, claim, loss, 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 negligence, action or omission to act of any such person or organization or execution of any ACE Cheer of Dothan-related cheerleading event, including travel to and from such event, in which I/my child will participate as a team member or spectator.

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 Alabama, 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:

* ACE Cheer of Dothan assumes no responsibility to supervise or monitor athlete’s activities or behavior during out of town events, except during the time I am required to be at the competition venue. I am responsible for my athlete’s activities and behavior during out of town events, including travel to and from.

Choreography and Routine Acknowledgements

* ACE Cheer of Dothan 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 ACE Cheer of Dothan Handbook. I understand that certain violations of team rules may subject the athlete to appropriate disciplinary actions as set forth in the ACE Cheer of Dothan Handbook. In the event the athlete’s status on a team changes in any way, whether suspended or dismissed from the ACE Cheer of Dothan program for disciplinary reasons, or moved to another team or placed as an alternate, I remain obligated to pay all cost and fees associated with having a spot on a team list for the entire 12 months and will receive no refunds of monies previously paid.

The ACE Cheer of Dothan 2020-2021 “Financial Obligations” provided within the ACE Cheer of Dothan Handbook dictates the exact payment amounts and provides a schedule when all payments are due. All financial obligations are considered a part of this agreement and incorporate 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 evaluation in order for my athlete to participate in evaluations.
2. Monthly payments must be paid on the 1st or 15th of each month from June 2020 through April 2021. I will be assessed a $25 late fee if any monthly fee is not received by the 15th day of the upcoming month.
3. I am solely responsible for all travel costs associated with out-of-town competitions including transportation, lodging and food.
4. ACE Cheer of Dothan is hereby authorized to initiate all payments owed through automatic credit card billing, as indicated on the authorization form attached hereto. I understand that ACE Cheer of Dothan will initiate payment from my account or credit card on the 25th day of each month.
5. I will be assessed $45 fee, per occurrence, of a check or authorized bank draft returned to ACE Cheer of Dothan due to insufficient funds

Limitation of Liability. IN NO EVENT SHALL ACE Cheer of Dothan BE LIABLE TO CUSTOMER 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 ACE Cheer of Dothan 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 ACE Cheer of Dothan'S 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 ACE Cheer of Dothan PURSUANT TO THIS AGREEMENT,

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

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 RELATING TO THIS 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 JEFFERSON COUNTY, ALABAMA (Dothan DIVISION) OR FEDERAL COURTS WITHIN THE NORTHERN DISTRICT OF ALABAMA (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 JEFFERSON COUNTY, ALABAMA (Dothan DIVISION) OR FEDERAL COURTS WITHIN THE NORTHERN DISTRICT OF ALABAMA (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 RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY 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 of ACE Cheer of Dothan 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 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 ACE Cheer of Dothan Handbook, Releases, and Authorization materials referred to herein, represent the entire agreement between ACE Cheer of Dothan and the undersigned and supersedes 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 ACE Cheer of Dothan.

This contract, together with the ACE Cheer of Dothan Handbook, Releases, and Authorization materials referred to herein, represent the entire agreement between ACE Cheer of Dothan and the undersigned:

I have read and agreed to the terms of this contract:

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

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

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

(Date)

(To be completed by ACE Cheer of Dothan)

Accepted By:

ACE Cheer of Dothan Director Date