



# ALL STAR HANDBOOK

2023-2024 SEASON



# Table of contents

Find your Tribe	3
All-Star Tiers   Teams: What to Expect	4
Tryouts: Requirements & Timeline	5
Practices	6
Attendance Policies	7
Competition & Travel Info	9
Healthy & Productive Communication	10
The ACE Way	11
Financial Obligations	12
Payment Process & Policies	15
USASF & Membership	16
Contact Information	17



# Find your TRIBE

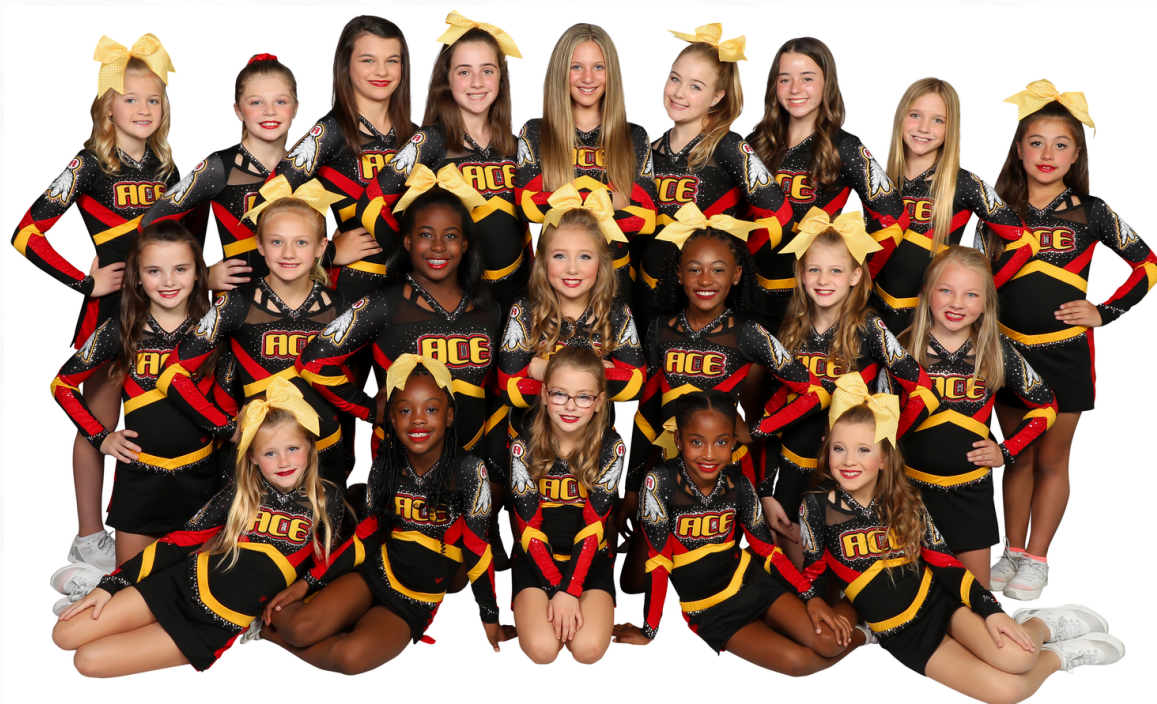
*Finding one's place in the world is never easy. Have courage and be true to who you are.  
Remember, those who dare to be different are often the ones who change the world.  
-Christopher Pasolini*

As we enter our 24th season, ACE Cheer Company is looking forward to another amazing year with our athletes and excited to welcome all of our new members into the Tribe family.

ACE Cheer Company, LLC, strives to help each member reach or exceed their potential as an athlete and as a person.

When an athlete commits to our program and is placed on an ACE team they gain intangible skills that will last a lifetime: goal setting, personal commitment; accountability; resilience; grit; teamwork; and leadership (to name a few).

All-Star Cheerleading is a HIGHLY COMPETITIVE TEAM SPORT. In this handbook we have outlined the requirements and expectations for athletes and their families. We encourage each family and athlete to take the time to review our rules, policies and procedures.



# All-Star Tiers

## Potential Team Offerings & what to expect

This season at ACE Cheer Company we will offer a variety of teams based on age, ability and commitment. Below are the tiers and a brief description each.

### Elite

Designed for highly motivated and intensely committed families to provide their athletes with the highest level of training, success and ability with other like minded families.

- *Levels are not guaranteed*
- *Practices are intense*
- *Expectations are at the pinnacle of our discipline*
- *Attendance is understood and mandatory.*

### Prep

Designed for the athlete and family that is ready to make a full year commitment to a team but may need more skill development to be fully prepared for an elite level team.

*This is a great option for the athlete who wants ACE to help prepare them for their upcoming school cheer tryouts.*

- *Levels are not guaranteed*
- *Practices are less intense than elite*
- *Expectations are for your athlete to grow and improve within our discipline*
- *Attendance guidelines adhere*

### Novice

These teams are designed for the family of athletes who:

- want to be on a team but do not want the practice or travel commitment
- are new or learning the sport of competitive cheer

*This is a great option for the athlete who wants ACE to help develop their skills to for a try out with a rec or non-competitive school program.*

- *Levels are not guaranteed*
- *Practices are fun and foundation learning*
- *Expectations are for your athlete to grow and improve within our discipline*
- *Attendance guidelines adhere but are loosened*

*ACE Cheer Company Jackson is using the 2023-2024 USASF Age Grid & Division Guidelines to determine team positions We do not guarantee that we will offer teams within each tier this season. All families should commit to the Team Selection process knowing that the athlete may be placed in any tier. These, and all, decisions are at the sole and absolute discretion of the gym owner.*



# Tryouts

## Requirements & Timeline

### Pre-Placement Requirements

Prior to being placed on a team, each All-Star candidate must:

- Create online account and register via our online registration portal - see page 15
- Complete and Sign (*electronic signatures collected via our online registration portal*)
  - Terms & Conditions Agreement (see page 18)
  - 2023-2024 ACE of Jackson Competitive Cheer Contract (see pages 19-21)
- Complete a skills evaluation
- Join/Renew with USASF (US All Star Federation) if registration is open prior to Team Placements (see page 16)

PLEASE NOTE:

*If at any time the athletes skills and/or abilities change significantly has decrease or increase in skill or ability the athlete may be moved to a different team or be placed as an alternate.*

### Timeline

May 6-13, 2023

Full Year Team Evaluations

May 13, 2023

Team Placements Announced

May 15-18, 2023

Team Practices

May 19, 2023

Gym Commitment Day

*If not continuing your commitment, please come to the front lobby in person by 5:00pm to cancel the contract.*

May 22-25, 2023

Mandatory Meetings for Parent(s) & Athletes

*To be held during scheduled team practices. The first hour will be meetings and the second hour will be practice.*

### Important Brand Dates

July 29 & 30

Skills Camp (Birmingham Crossplexx)

August 4-6

Worlds Teams: Hot Shots Camp (Diplomat Resort, Hollywood, FL)

November 18

Meet the Tribe Day (BJCC Birmingham Jefferson Civic Center)



# Practice Info

## Team Outlook

All-Star Cheer is a **TEAM** sport and it is imperative for **all** team members to attend **every** practice. **Attendance is required.** If an athlete is not meeting attendance requirements, their position on the team will be jeopardized.

### Summer Session Practices

- June & July
- One to two team practices a week
- Based on team type, may include one additional tumbling class each week
- Practices will be scheduled Monday – Thursday
- NO SUNDAY PRACTICE DURING SUMMER SESSION

### Competition Season Practices

- Begins in August
- Ends after the final competition
- Practices and tumbling will be based on an athlete's team category
- Practices will be scheduled Sunday – Thursday.

*Team practices and tumbling classes may be added, canceled or changed at any time throughout the year.*

### Practice Dress Code

- Athletes must wear the designated practice clothes and cheer shoes to every practice.
- Hair must be pulled out of the face in a high ponytail at every practice for both males and females.
- Female athletes must wear bloomers and sports bras under their practice attire at all times.
- Male athletes wear compression shorts under their practice shorts at all times.
- During practices athletes will remove jewelry. Piercings may be covered or plugged. While we understand that ear piercing may be an important milestone for younger athletes; it is important to understand that DURING THE SEASON athletes may not simply cover and/or plug a piercing while competing as outlined in industry safety rules. *ACE recommends that athletes use the summer months (prior to competition season) to have their ears pierced.*

#### DO NOT WEAR OR BRING VALUABLES TO PRACTICE (Jewelry and/or Personal Property)

Neither ACE, nor its employees, are responsible for jewelry, accessories, computers, cell phones, or other personal property that is worn in or brought onto ACE property and any claims relating to the loss of or damage to any of these items are expressly waived and released.



# Attendance Policies

## Team Outlook

### Team Absence & Allowance Protocol

#### ELITE TEAMS

- Pre-approval by All-Star Director REQUIRED.
  - Submit via email to your All-Star Director.
  - Emails will be shared with team coaches.
- Absences are not allowed the week of (7 days) prior to an event.
- Absence and reason will be recorded.
- NHSCC the week prior to CHEERSPORT
  - Athletes must work hand-in-hand to comply with attendance as set by your Gym Owner for optimal team practice in preparation for this event.
  - It may be necessary for athletes to leave for nationals later than their school team and/or return from Orlando before their school team.
  - Communicate with your school coaching staff **now** to save issues later.

#### PREP & NOVICE

- Send Notification Email to your team coaches
  - Communication of missed practices, for any reason, is REQUIRED
  - Absence and reason will be recorded.

#### ALL ATHLETES

- Missing a practice the Sunday or a weekday prior to an event/competition for any reason may remove that athlete from the event roster.
- If absences become an issue, you will be contacted by the All-Star Director or Owner to discuss an athlete's team commitment. He/she may be placed as an alternate, removed from choreography and/or removed entirely from the team.

#### MISSING A COMPETITION

- If a parent chooses to withdraw an athlete from a competition at any time, for any reason, a \$500.00 Missed Competition Fee charged to your account.
- Missing a competition without prior notice may result in immediate dismissal from the program.

*These, and all, decisions will be at the sole and absolute discretion of the gym owner.*

Competition Session Practices

# Attendance Policies

## Other Policies

### School Cheerleading

*In an effort to minimize scheduling conflicts, school cheerleading programs must be willing to work with ACE.*

ACE of Jackson works closely with the schools in our area. We do our best to make sure there will be limited or no conflict with your school teams but it needs to be a two-way street.

Prior to making a team commitment we recommend having a conversation with your school coach.

### Illness, Injury and Emergencies

ACE understands that an unexpected absence may occur due to an Illness, Injury, or Family Emergency. Please see guidelines below:

#### ILLNESS

- Athletes are expected to be at practice unless they are *contagious and have a doctor's note*.
- Practice participation is situation-based and at the coach's discretion.
- Athletes may wear a mask as a preventative measure when feeling ill.

#### INJURY

- In the event that an athlete is injured, you should notify your coach immediately.
- Please provide a doctor's note with details concerning the prognosis, recovery time and any change in circumstances affecting their ability to perform.
- We may re-choreograph routines based on the athlete's injury and length of recovery. It is not guaranteed that an athlete will be choreographed back into the routine upon recovery.
- We may need to fill in the injured athletes position with another athlete. The injured athlete must be able to perform the position routine fully before they will assume their spot back.
- Injured athletes must continue with payment in full unless the injury is season ending



# Competition & Travel Info

## Competition Schedule & Costs

- *Each team's competition schedule will be finalized by August.*
- *Competition fees have been estimated and may change (increase) once the schedule is finalized and event producers release their final pricing.*
- *The Summit Competition in Orlando, Florida is an extra cost to Summit Level teams that receive a bid.*
- *The Cheerleading Worlds Competition in Orlando, Florida is an extra cost to Worlds Level teams that receive a bid.*

## Parent Travel Obligations

Parents are responsible for their athletes':

- travel to and from the event
- travel while at the event
- hotel accommodations (if necessary)
- meals and snacks at events
- activities and behavior at out-of-town events

*If a parent/guardian cannot attend an out of town event*, they must arrange for another ACE parent, or responsible adult, to travel with your athlete. The adult with whom you assign your child to travel assumes responsibility for the athlete and must ensure the athlete's adherence to all ACE rules and policies throughout the entirety of the event.

*Camps and competitions are not vacations.* The athletes' time and focus should be fully committed to ACE and all related activities throughout the entirety of the event.



# Healthy & Productive Communication

## IN THE GYM – CLASSES & PRACTICES

- Coaches are focused on instructing and teaching the athletes.
- Parents should never approach a coach during a class or practice.
- Coaches will be available for a reasonable time following classes and team practices to answer any questions regarding your athlete, their needs, and their individual progress.

## AT COMPETITIONS

- Coaches are focused on the team and athletes and are there to coach.
- Any issues that arise during a competition will be addressed during the week following the competition.
- Parents should never approach a coach with an issue at any point during the competitions.

## COACHES WILL NOT DISCUSS

ACE Cheer Company has strict company policies in place that prohibit discussions that involve:

- Information regarding other ACE Cheer Company athletes and/or parents.
- ACE Cheer Company coaches who do not coach their athletes.
- Decisions made by the Administrative Staff.
- Comparisons of: their athlete to another athlete; coach-to-coach; or ACE Cheer Company to any other cheerleading training facilities.
- Other topics and issues that ACE Cheer Company, in its sole discretion, deem inappropriate for discussion
- Strategic decisions (e.g., placements made in formations, decision of why an athlete was moved, added, removed, or replaced in stunts and tumbling sections) in a public setting.

## ATHLETE -TO-COACH COMMUNICATION

We strongly encourage parents to have their athletes speak with the coaches directly in regards to, but not limited to, the following issues, should they arise:

- Routine element questions
- Individual and group skill preparedness
- Injury/Illness
- Outside events that may affect performance

## OPEN DOOR POLICY

ACE Cheer Company keeps an open-door policy with communication to help each parent and athlete understand every decision in which they are involved. The following are examples of meetings you should request via email to the gym owner:

- You or your athlete would like a better understanding of routine placements, team decisions, etc. The owner will schedule a meeting with you, your athlete, the athlete's coach and the All-Star Director.
- There is a matter that seems to remain unresolved, or if the athlete has clear, legitimate concerns that speaking to the coach will not or cannot possibly resolve the matter, please bring the concern directly to the gym owner.

## 24-HOUR RULE

When the need to speak to the gym owner or coach is fueled by an emotional response, we find that 24 hours allows for cooler heads to prevail and promotes a more productive dialog. Unless there is an immediate safety issue, we ask you wait 24-hours before contacting your gym owner and/or the coach. This allows some time to logically assess the situation and afford a "cooling off" time for all parties so things can be discussed in a calm, unemotional manner and not "in the heat of the moment". We understand that issues involving a child are very important and require quick resolution; therefore, we want to ensure that the situation is handled in a constructive manner.

It is inappropriate for an athlete or a parent to approach other ACE Cheer Company members about a problem, issue or dispute they may have with an ACE Cheer Company coach or teammate regarding personal objections to coaching decisions and/or disagreements with an administrative decision. This leads to unnecessary drama and problems and will result in immediate dismissal from the ACE Cheer Company program.



# The ACE Way

*Tribe*  
FIRST

*Location*  
SECOND

*Team*  
THIRD

*Athlete*  
FOURTH

## ACE CHEER COMPANY

ACE Cheer Company is home to more than 1,000 competitive athletes each season. Our program was founded in 1999 and has established a positive reputation in the All Star community. Beyond our competitive successes – we are proud of the way ACE locations, coaches and athletes represent our Brand on and off the floor. Representing ACE Cheer Company positively, at all times, is expected.

ACE Cheer Company has 11 locations across 4 states. The day-to-day operations of each location is operated independently, however, the overall philosophies and goals are the same. ACE of Birmingham is the main location and where the program began.

## TEAM BEFORE INDIVIDUAL ATHLETE

All decisions are made for the benefit of the TEAM's performance, scoring and success. Although the individual athlete is very important to the program, some decisions, initially, may not seem to be the best to the athlete or parent. We ask that each athlete take the time to see what the overall routine entails. If he/she still has a question with a decision, they should then speak with and/or schedule a meeting with the coach.

## ATHLETE DEVELOPMENT & PROGRESSION: Goal Setting

Through instruction, the athlete will work hard to obtain and even exceed those goals, building a strong work ethic for the future. ACE Cheer Company is focused on developing the lifelong success of the athlete, not on merely winning championships.

## TEAM PLACEMENT & ROSTER ADJUSTMENTS

All-Star Cheer is a team sport. Each athlete fills a specific role on the team. During tryouts and the team placement process, our coaches evaluate all athlete's skills to determine the which group of athletes can be brought together to build a team that will work together for the next 8 to 10 months. There are times when an athlete's initial placement is no longer the right fit for the athlete and/or team. Program administrators and coaches may determine it is in the best interest of the program to make a roster adjustment and move an athlete from one team to another team. This is a decision is not taken lightly – and - will only be made through careful evaluation and consideration of both teams and in the sole and absolute discretion of ACE of Jackson. A representative of the gym will contact you with any information regarding a team change and schedule a meeting if necessary.

The decision to move an athlete to a different team may be based on one or more of the following:

- Athlete's routine positions (side base, back base, top)
- Athlete's skill level (tumbling, stunting, jumping, etc.)
- Athlete's attitude
- Athlete's willingness to learn and improve in a group setting
- Team's needs for competition
- Attendance issues
- Injury
- Aptitude and ability to perform at the level of the team

*Athletes being moved to a different team should not be perceived as something negative.*

Athletes may request to be moved to a lower-level team if he/she feels they are not sufficiently utilized throughout a routine or if they become overwhelmed by the routine layout. Although maintaining the mental and physical well-being of the athlete is recognized as a paramount concern, any move to a different team will depend on team availability and availability of roster positions. Athletes must be willing to fulfill any position needed by that team.

*These, and all, decisions will be at the sole and absolute discretion of the gym owner.*

# Financials Obligations

## Monthly Payment Schedule

All fees associated with participating in All-Star cheer have been combined and distributed across the full season (June-April). This includes all of the itemized fees found on page X.

Timely payments are expected from all ACE Cheer Company athletes.

- Monthly fees are posted to athlete accounts the month prior.  
*July fees are billed in June.*
- Monthly payments are automatically charged on the 25th of each month.  
*July Fees are charged on June 25th.*
- Accounts not paid by the 5th of the month will be assessed a \$50 late fee.

FEES	Novice	Prep	Mini-Youth Elite	Junior-Senior Worlds/Summit
May Membership Fee	\$150	\$350	\$350	\$350
June - December Membership & Fees <i>Due the 25th of each month May-November</i>	\$155	\$235	\$345	\$390
January - April Membership & Fees <i>Due the 25th of each month December - March</i>	\$100	\$195	\$260	\$295

Monthly Payments have been rounded up to the nearest dollar.

Top persons selected to a team may have a Mandatory monthly class for top persons to increase flexibility, improve overall top person awareness, work on performance, poise, and drill stunt counts. There will be an extra monthly fee for this class.

Please see page 14 for REQUIRED MERCHANDISE (practice wear, uniforms and warm-ups), the fees and payment schedule for these items. They are in addition to the Monthly Payments.

#### PLEASE NOTE:

*If an athlete is removed or quits an ACE Cheer Company team at any point, 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. You will not receive any items paid for if you quit prior to their arrival.*



# Financials Obligations

## *Itemized Fee List*

The itemized fees below (plus your monthly tuition) comprise the monthly payments found on the previous page. *The itemized fee list is not in addition to the monthly payments.*

Competition & Team Fees are ESTIMATED and subject to change. Additional fees may be billed if needed.

FEES	Novice	Prep	Mini-youth Elite	Junior- Senior Worlds/Summit
Athlete Registration	\$50	\$50	\$50	\$50
Administration Fee	\$0	\$200	\$200	\$200
Camps/Clinics	\$0	\$135	\$135	\$150
Choreography	\$50	\$100	\$200	\$300
Music	\$50	\$75	\$115	\$165
Competition & Team Fees	\$550	\$825	\$1350	\$1650

Not listed above:

- USASF ATHLETE MEMBERSHIP FEE is \$49 for all athletes. Adult athletes will also be charged for an annual background screening (\$18) when they join/renew their USASF membership.
- Uniforms, Practice Wear and Warm-up (see page 14)

# Financials Obligations

## Required Merchandise & Fees

FEES	Novice	Prep	Mini/ Youth Elite	Junior/Senior Elite
Practice Wear & Shoes & Hair Accessory Due May 20th	\$220	\$220	\$300	\$300
Uniform Payment 1 Due June 17th (New Allstars)	\$120	\$160	\$230	\$230
Uniform Payment 2 Due July 8th (New allstars)	\$120	\$160	\$230	\$230
ACE Warm-up Jacket Due August 5th (New Allstars)	\$50	\$50	\$50	\$50

### PLEASE NOTE:

If an athlete is removed or quits an ACE Cheer Company team at any point, 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. You will not receive any items paid for if you quit prior to their arrival.

### FUNDRAISING POLICY

ACE of Jackson will allow a fundraising committee this season. Any and all fundraising will be done so legally (as we are not a non-profit) and must be conducted by individuals for their individual accounts. ACE of Jackson is not involved with any of the fundraising efforts.

### BRAND AND LOGO POLICY

- All ACE letters and logos are *copyright protected*.
- All spirit wear items are to be purchased through Varsity, Nfinity, or Ragland Screenprinting.
- If a parent would like to buy merchandise for an entire team, the order must go through Varsity, Nfinity, or Ragland. Happy Hooper must approve any spirit items purchased for teams.
- Bows, t-shirts, bags, etc. with an identifiable icon, resemblance, design or reference to ACE, Tribe, team name etc., not purchased through Varsity, Nfinity and/or Ragland, are **not permitted**.
- Anyone who attempts to sell or give away items with an identifiable icon, resemblance, design or reference to ACE, Tribe, Team Name etc. will be in violation of the ACE Brand and Logo Policy.
- You are welcome to monogram your warm-up; however, we ask that you use athletic gold, black, red or white for the lettering. The athlete's first OR last name, initials and/or nicknames are all acceptable. We ask that you do not use their first and last name for the safety of the athlete while in public places. Example: H. Hooper or Happy H. is recommended but not Happy Hooper.
- These, and all, decisions will be at the sole discretion of the gym owner.



# Competition Schedule

Date	Event	Location	No vic e	Pr ep	Eli te/ M/ Y	Eli te Jr/ Sr
November 18	Meet The Tribe	Birmingham, AL	✓	✓	✓	✓
December 3	UCA Regional	Jackson, MS	✓	✓	✓	✓
January 13-14	Mardi Gras Nationals	New Orleans, LA			✓	✓
January 27-28	Athletic Championships	Birmingham, AL	✓	✓	✓	✓
February 3-4	Encore Championships	Memphis, TN		✓	✓	✓
February 24	Cheersport Regional	Jackson, MS	✓	✓	✓	✓
March 1-3	NCA Nationals	Dallas, TX			✓	✓
March 1-3	WSA Grand	Biloxi, MS	✓	✓	✓	✓
April 5-7	Beach Nationals	Orange Beach, AL	✓	✓		
April 13-14	Regional Summit	Pensacola, FL			✓	✓
April 24-25	Youth Summit	Tampa, FL			✓	
May 2-5	The Summit	Orlando, FL				✓
April 26-29	The Cheerleading Worlds	Orlando, FL				✓

## PLEASE NOTE:

-This schedule is tentative! Finalized schedule will be available in August.  
 -ALL teams who receive a bid to an end of season event will attend. Attendance is mandatory upon receipt of a bid. End of season event selection will be up to the decision of the owner and may vary team to team (Regional Summit vs Youth Summit vs The Summit). These events incur an extra expense per athlete that will be due during the months of February-April.

# Payment Process & Policies

## Web Registration, Payment Procedures & Contractual Obligations

### Web Registration & Payment Authorization

- This location of ACE Cheer Company uses *Jackrabbit* as our online registration system and payment portal.
- All athletes must be registered in our online system **prior to ACE Tryouts**.
- Our online registration system 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 'your desired ACE location'
  - Scroll down and select the gold box labeled "2023-2024 All-Star Information" and sign the All-Star Handbook.
- Current members may also login to your parent portal and register online or on your site's app.
- As outlined on page 12, fees are billed monthly. All fees will post before the month they cover and will be charged on the 25th of each month via autopay in our registration system. Declined charges must be brought current by the 5th of the month that they cover or a late fee will be assessed.

### Contractual Obligations

- The ACE Cheer Company Contract must be electronically signed and received prior to team selections.
- All financial obligations are agreed to by the person signing the Contract.
- Contracts will lock on **May 19, 2023 at 5pm**. Once the contracts are locked, the person designated as the party responsible for Financial Obligations is required to follow the payment plan.
- If you choose to drop from the program prior to **May 19, 2023 at 5 pm** you will not be refunded any monies paid. Notice of your intention to drop from the program must be done in-person prior to the 5 pm deadline on May 20, 2023. Athletes who drop in-person prior to the deadline may pay an early termination fee (\$800) to be released from their contractual obligations.
- If an athlete is removed or quits an ACE of Jackson team at any point, following May 20, 2023 at 5:00pm, they are responsible for all fees in full. These fees are to be paid in accordance with the payment amounts and due dates outlined in this handbook and will be subject to late fees, interest at the maximum allowable rate under Alabama law, and the costs of collection.
- If an athlete is listed as an alternate, they will continue to be responsible for fees in full whether or not the athlete competes. Alternates/Injured Reserve athletes will have a reduction in monthly gym fee.
- Top persons may be required to take additional classes throughout the season to increase their skill sets for competition. These classes will incur additional fees outside of the listed monthly payments.
- These, and all, decisions will be at the sole discretion of the gym owner.





The U.S. All Star Federation, with more than 100 competition producer partners and over 150,000 athlete members, is the nation's largest network of dedicated, talented participants in All Star Cheer and Dance.

ACE Cheer Company and all of our locations are members of the USASF. Coaches and Athletes are also required to be members.

**We align with the mission of the USASF:**

*to support and enrich the lives of our All Star athletes and members. We provide consistent rules, strive for a safe environment for our athletes, drive competitive excellence, and promote a positive image for the sport.*

**COACHES:**

All of our coaches meet the eligibility requirements for USASF membership:

- Cleared Background Screening
- Complete Annual Abuse Prevention Training

Additionally, our coaches are Credentialed by the USASF. Cheer coach credentialing examines and tests coaches on their knowledge of each level's rules and verifies that coaches can safely teach skills.

**ATHLETES:**

Athletes are required to be members of the USASF. Membership is ANNUAL and runs concurrent with the season. In addition to being eligible to participate in USASF Sanctioned Competitions your USASF MEMBERSHIP provides:

- secondary medical insurance coverage for injuries or catastrophic events that occur while training in a USASF member club when supervised by a USASF member coach or while participating in USASF-sanctioned competitions.
- exclusive partner deals and discounts on everyday purchases through the USASF Member Perks Program.

VISIT [usasf.net](https://usasf.net) to register or renew your athlete.

# Contact Information

✉ [aceofjackson1@gmail.com](mailto:aceofjackson1@gmail.com)

🌐 [www.acetribe.com](http://www.acetribe.com)

🏠 **588 Century Place Suite B Ridgeland, MS**





## 2023-2024 Season ACE Cheer Company Terms and Conditions Agreement

As the parent/guardian, I have read and completely understand the rules, requirements and regulations as outlined in this season's ACE Cheer Company All Star Handbook, including the following attachments to this Contract and schedule.

I promise to uphold and abide by the rules set forth herein and my agreements with ACE Cheer Company. We realize that ACE Cheer Company 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 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 this season.

Should I fall behind or fail to make payments, I recognize that my child's involvement with the ACE Cheer Company program will be jeopardized, including his/her removal from the ACE Cheer Company program.

I also understand that if my athlete quits or is released from an ACE Cheer Company team at any point throughout the season following the May 20, 2023 at 5 pm 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, including interest and costs of collection including attorneys' fees and expenses.

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 \_\_\_\_\_

Parent or Guardian Responsible for Financial Obligations:

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Email \_\_\_\_\_

Date Completed \_\_\_\_\_

To be completed by ACE Cheer Company, Accepted by:

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date Accepted \_\_\_\_\_



## 2023-2024 ACE of Jackson 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 ACE of Jackson competitive cheerleading program for the 2023-2024 season. The ACE of Jackson 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 and referred to herein collectively as the "Jackson Handbook") set forth the terms and conditions under which the athlete may participate in the 2023-2024 competitive cheerleading season as ACE of Jackson team member.

### Responsibilities of ACE of Jackson

ACE of Jackson 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 of Jackson does not and 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 of Jackson 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 of Jackson staff, as indicated within the Jackson Handbook. ACE of Jackson 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 expressed and implied are expressly disclaimed by ACE of Jackson.

### Responsibilities of Athlete and Parent/Guardian

I understand that accepting a place on an ACE of Jackson competitive team is both an honor and a privilege, and that it entails a significant commitment to ACE of Jackson and to fellow team members. 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 set forth in the Jackson Handbook.

### Parent/Guardian's Indemnification of ACE of Jackson

I hereby give my permission to ACE of Jackson 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 an athlete's pediatrician/physician. I hereby waive, release and forever discharge ACE of Jackson 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 ACE of Jackson activities, whether on the ACE of Jackson training facility premises or at any other venue where an ACE of Jackson 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 participates at my/my child's own risk. In consideration of ACE of Jackson 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 of Jackson, 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 any ACE of Jackson-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 ACE of Jackson, its employees, agents, officers, members, sponsors, promoters and affiliates from any and all claims relating to or arising out of the Jackson 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.

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## 2023-2024 ACE of Jackson Competitive Cheer Contract (continued)

### Parent/Guardian's Travel Responsibilities

I understand that:

- ACE of Jackson 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

- ACE of Jackson 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 Jackson Handbook. I understand that certain violations of team rules may subject the athlete to appropriate disciplinary actions as set forth in the Jackson Handbook. In the event the athlete's status on a team changes in any way, whether suspended or dismissed from the ACE of Jackson 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 12 months and will receive no refunds of monies previously paid.

The ACE of Jackson 2023-2024 Financial Obligations, which is part of the All Star 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 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 evaluation in order for my athlete to participate in evaluations.
2. Monthly payments must be paid on the 25th of each month for the following month from May 2023 through April 2024. I will be assessed a \$25 late fee if any monthly fee is not received by the 1st 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 of Jackson 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 of Jackson 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 of Jackson due to insufficient funds

Limitation of Liability. IN NO EVENT SHALL ACE OF JACKSON 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 ACE 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 ACE OF JACKSON 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 OF JACKSON'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 OF JACKSON PURSUANT TO THIS AGREEMENT.

Choice of Law. This Agreement and all related documents, including all exhibits attached thereto, and all matters arising out of or relating to this Agreement, including the Jackson 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 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 Mississippi.

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## 2023-2024 ACE of Jackson Competitive Cheer Contract (continued)

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 MADISON COUNTY, MISSISSIPPI (MADISON DIVISION) OR FEDERAL COURTS WITHIN THE CENTRAL DISTRICT OF MISSISSIPPI (CENTRAL 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 MADISON COUNTY, MISSISSIPPI (MADISON DIVISION) OR FEDERAL COURTS WITHIN THE CENTRAL DISTRICT OF MISSISSIPPI (CENTRAL 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 ACE of Jackson 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 Jackson Handbook, Releases, Authorization, and other materials and documents referred to herein, represent the entire agreement between ACE of Jackson 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 ACE of Jackson.



