



# ALL STAR ELITE TEAM CONTRACT

2019-2020 Season August 01, 2019- May 31, 2020  
10 Month Program | In & Out State Competitions | 3x week Practice

## TUITION

\$160.00 per month  
\$200.00 Deposit  
Due 5<sup>th</sup> of Month \$25 Late Fee  
(if paid after 5<sup>th</sup> of the Month)  
Siblings Deposit: \$100.00  
Pay In Full Saves: \$175.00

## YEC FEES (MANDATORY)

Due 15<sup>th</sup> of each Month  
**July: \$198.00 & \$168.00** (for boys)  
2 Practice Wear, Spirit T-Shirt-Practice Bow,  
Registration & USASF  
**August: \$368.00 & \$251.00** (for boys)  
Uniform, Comp Bow & Warm Up (boys no warm up  
pants or comp bow)  
**Sep Oct Nov Dec Jan: \$115.00** (all)  
Chorography Fee, Bag, Coach Fee, Music and  
½ of Competition Fees

## TUITION INCLUDES

Cheer Training Classes, 1 Tumbling Class and Partial Payment of Competition. Tuition pays for training. It does not pay for the right to perform.

Practice 3x a week for 4 hours per week, 3 hours of cheer and 1 hour of tumbling. Extra practice may be added in when needed. Any practices missed by YoYo ElastiCheer will be made up or extra hours in practice will make up for those missed practices.

## OTHER FEES

- Discounts for Returners: -\$20.00
- Tumbling Pass: \$20.00 per month or \$10 pay as you go
- Returned Checks: \$35.00
- Competition Cancellation Fee: \$50.00
- **Early Termination Fee: \$500** (if you leave program prior to **May 31, 2020**)
- Late Payment \$25.00
- Team Missed Practices: \$15.00

## General Rules:

1. Only Athletes will be allowed on the floor or in cubby area. Unless invited by Coach.
2. Parents and Spectators are not allowed to go to official warm ups during competitions and must sit in their designated area, not with the Cheerleaders.
3. You are not allowed to leave early from practices, competitions or any events. Please do not ask to leave early on day of competition it's not acceptable
4. No food, drinks or gum is allowed on mat.
5. No horse playing during practice, if it becomes too much Cheerleader will be asked to leave or sit out.
6. No videos of routine or choreographer is to be posted online. Unless instructed by YoYo ElastiCheer. May not wear any gear that represent YEC without YoYo ElastiCheer permission to events that are not a part of YoYo ElastiCheer.
7. YoYo ElastiCheer decided if Athletes can perform on more than 1 team, move athletes from team to team, decided the role of each athlete (e.g. base, flyer, dance, jump, stunt, spot or tumble).
8. YoYo ElastiCheer can move, replace, add, suspend, or even dismiss an athlete for a period of time or indefinitely from a team or the entire program based on criteria including but not limited to: attendance, conduct, skills, finances, parent conflicts, etc.
9. Athletes who are chosen to be on more than one team must:
  - a. Be in good standing financial
  - b. Fulfilled responsibilities for both and all teams.
  - c. Be responsible for extra fees for 2<sup>nd</sup> team.

# Dress Code-Team Practice Rules

## Practice Wear

All practice clothes and bows need to be worn on the correct day's practice. Here at Elastic we pride ourselves in who we are, and how we look. Trust... we always look Fabulous!

- Be responsible enough to know what to wear.
- Practice clothing must be worn as scheduled on the monthly calendars.
- Lost, misplaced or damaged clothing will be replaced at your expense. Torn practice uniforms should be repaired by a parent or seamstress.
- Anyone late or dressed incorrectly will subject to conditioning.
- Fingernails must be kept clean and trimmed.

- There is to be NO JEWELRY worn at practices, which includes all earrings, belly button rings and necklaces. This is not simply for appearance sake, but for the safety to the one wearing the jewelry and for those either flying or basing, who might be injured as a result.
- Good hygiene and grooming is required. Please use deodorant, if needed.

## Shoes

Practice/performance cheer shoes must be white with white soles. Please try not to wear your cheer shoes for activities outside.

When athlete's shoes look dirty and worn-out/holes, you will be expected to purchase a new pair.

## Hair

Hair must be worn in a high ponytail with a bow at all practices. If your hair is not long enough for a ponytail, make sure it is pulled back out of your face.

At competition female will be required to wear draw string or clip on pony tails. Hair needs to be neat no exceptions.

## Uniform Care

Uniform Care: Please wash your uniform after every competition. Make sure you follow the proper washing instructions. Do not put your uniform in the **DRYER**. This will ruin the uniform and you will be required to purchase a new uniform. Let uniform air dry.

## Make Up for competition

- Must be done exactly to video, picture and demo provided by YEC.

## Team Practice Rules and Expectation

Practices are CLOSED to boyfriends/girlfriends and athletes from other gyms. We also reserve the right to close all practices to parents

- All CELL PHONES should be turned OFF during practice times.
- There is to be NO GUM whatsoever at practices or competitions.
- Any TATTOOS must be covered at all times.
- There is to be NO videotaping of practices without permissions.
- No talking during stunts
- A flyer should never hit the floor.

# Code of Conduct

Parents are vital in helping their children maintain high moral character, fulfill their commitment and keep a positive attitude. YoYo ElastiCheer wants to serve as a partner to the parents helping each child achieve these goals, but the primary job must lie with the parents. Please read this carefully and understand that you are making a commitment of time and financial resources. You are also committing to support our program's goals. Please initial each obligation.

1) I understand that my actions in the viewing room and at competitions are a reflection of YoYo ElastiCheer and should be of strong moral **CHARACTER**. I will be a positive role model for my child and will encourage sportsmanship by showing respect and courtesy, and by demonstrating positive support for all athletes, coaches, and spectators at every practice and competition. \_\_\_\_\_ Parent Initials

2) I am aware that this is a ten-month **COMMITMENT** and will do everything in my ability to enable my child to participate in all practices, camps, retreats and competitions throughout this season. I understand that a team is depending on my child to fulfill his/her responsibilities as a team member. I will do all that is necessary to get my child to practice on time and assure that he/she does not need to leave practice early. I will pick my child up from practice on time **NO LAST MINUTE CANCELLATION**. Minimum 2wks notice. \_\_\_\_\_ Parent Initials

3) I will maintain a positive **ATTITUDE** by remembering that children participate in cheerleading to have fun and that the sport is for children, not adults. \_\_\_\_\_ Parent Initials

4) I will teach my child that doing one's best is more important than winning, so that my child will not feel defeated by the outcome of a competition or his/her performance. I will encourage my child to be a humble winner and a gracious loser. \_\_\_\_\_ Parent Initials

5) I will respect the coaches and their authority during practices and competitions and will not question, discuss or confront the coaches during a practice or a competition, nor will I pull my child out of practice without communicating with the coach. I will take the time to speak with the coaches at an agreed upon time and place. This includes "venting" or being

disrespectful on Facebook, Band, Instagram, Twitter or any websites. \_\_\_\_\_ Parent Initials

6) I understand that threatening to pull my child from the team will result in his/her immediate dismissal. \_\_\_\_\_ Parent Initials

7) If my child is involved in any matter of disrespect towards any YoYo ElastiCheer staff, member or student, I will resolve this problem with my child immediately. \_\_\_\_\_ Parent Initials

8) I understand that my child must wear the proper practice outfit that is scheduled for any specific day and will support this requirement with my child. If my child misplaces any part of his/her practice clothes, I understand that I must purchase a replacement immediately. \_\_\_\_\_ Parent Initials

9) I fully understand that the coaches reserve the right to suspend my child's participation indefinitely in practice or competition (which may include losing positions) as a disciplinary action if any of the rules, policies or codes of conduct are not adhered to. \_\_\_\_\_ Parent Initials

10) I will attend parent meetings, read e-mails and check Band or website to retrieve information that YoYo ElastiCheer has prepared. \_\_\_\_\_ Parent Initials

11) I understand if my child does not know the material they will not be allowed to perform. If they miss any practices 2 weeks before competition they will not be allowed to compete or lose their place but must attend competition in full uniform. \_\_\_\_\_ Parent Initials

# Financial Obligations | Terms & Conditions

## (initial acknowledgment of each)

- Parents assume full responsibility for all costs incurred as a member of YoYo ElastiCheer including, but not limited to: gym registration, monthly tuition, apparel costs, competitions and travel expenses, or any other item(s), or services purchased or rendered and the payment in full of those items regardless of any circumstances that may arise such as dismissal from the team, or disbandment of the team.
- All payment due dates must be met. Tuition on 5<sup>th</sup> and YEC payments 15<sup>th</sup>.
- All payments are non-refundable. Payments are never pro-rated / refunded / transferred ... including cases of illness, injury, sitting-out for late payment, joining late, quitting before May, 31, 2020.
- Debit Authorization form must be completed at the time of registration.
- **Returned Checks** is \$35.00 fee and personal checks will no longer be accept for remaining season.
- An athlete's account must be current and in good standing to participate in practices, competitions, or special events.
- YoYo ElastiCheer reserves the rights to withhold items, deny participation, and remove an athlete from their team for failure to keep up with financial obligations.
- **Missed Team** practice during the season: \$15 team interference fee (**excused & unexcused**).
- YoYo ElastiCheer reserves the right to turn over all delinquent accounts to a collections agency and the parent/ athlete will be responsible for all additional costs incurred. Financial Agreement disputes are adjudicated in California Small Claims Court. YoYo ElastiCheer adds a \$500 legal service fee if Small Claims Court adjudicates a dispute
- Team members are not guaranteed specific positions or to perform at every competition.
- Parents and athletes must read all emails concerning competition dates, venues, and itineraries. (Information will be released as soon as we have it available.)
- Arrive to competition by the designated time and will check-in with the coaches or owner accordingly.
- Provide valid written documentation from a doctor explaining the reason(s) and the duration for which they may be limited or unable to participate in any YoYo ElastiCheer activities.
- Notify all injuries no matter how big or small.
- No last-minute cancelation-please notify YoYo ElastiCheer immediately of any unexpected tardiness and absences.
- All parents must sign up for band app or whatever app or feature used to help provided info for practice, competition events or method of communication.
  - a. No excuses not knowing information or events when it is always posted.
- You are not to bad talk about any athletes no matter how much you may not like them as well as parents. Or make negative comments about any member of YEC.
- I understand my withholding payment (i.e. past due balance) will result in YoYo ElastiCheer withholding service (i.e. student sit-out & replaced for competition).
- Will provide a copy of Driver's License.
- Arrival 5 minutes prior to class and wait to be called into practice by Coach.

I \_\_\_\_\_ (parent / guardian) agree to be solely responsible for the above financial commitment and agree to all above Terms & Conditions. I understands that if I or my child is suspended, removed or breach any terms of contract I will be charge the \$500 early termination fee

Parent/Guardian Name (Print) \_\_\_\_\_ Athlete's Name \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Check all that Apply:

- ☐ All Star ☐ Stunt  
☐ Trial Class ☐ Camp  
☐ Private Lesson ☐ Tumbling  
☐ Other \_\_\_\_\_



For YEC use only.

Registration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Payment Method:

☐ Check ☐ Cash ☐ Card ☐ Venmo ☐

Payment Amount: \_\_\_\_\_

## Registration & Release Form

Athlete's Name \_\_\_\_\_

Athlete's Cell Number \_\_\_\_\_

Gender \_\_\_\_\_

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

Zip \_\_\_\_\_

Parent/Gaudian 1 \_\_\_\_\_

Cell Number \_\_\_\_\_

Work Number \_\_\_\_\_

Parent/Gaudian 2 \_\_\_\_\_

Cell Number \_\_\_\_\_

Work Number \_\_\_\_\_

Parent/Gaudian 1 E-mail \_\_\_\_\_

Parent/Gaudian 2 E-mail \_\_\_\_\_

### Medical Information

Please list any physical limitations, health concerns, injuries that may affect the athlete's participation and/or performance must provide insurance card (**provide photo copy insurance card**):

Insurance Policy Number \_\_\_\_\_ Carrier \_\_\_\_\_ Allergies/Medication \_\_\_\_\_

I, the undersigned, as the parent/legal guardian of the athlete (Print Name) \_\_\_\_\_, voluntarily agree and consent to the participation of the minor child in all the programs and activities with YoYo ElastiCheer All-Star. I recognize that the child's participation in these programs and activities includes but is not limited to dance, tumbling, trampoline, and cheerleading and that the nature of such sports or activities involving height or motion entail both known and unanticipated risks. These risks could result in injuries to my child which include but are not limited to, physical or emotional injury, paralysis, death, or damage to participants, to property, or to third parties. Being fully aware of these dangers, I, on my own behalf, on behalf of my spouse, if any, and on the behalf of the child, voluntarily consent to the child participating in all YoYo ElastiCheer programs and activities and accept all risks and all responsibility for losses, cost, and damages associated with that participation. In consideration for allowing the child to use these facilities, I agree on behalf of myself and on the behalf of the child, my spouse, our respective heirs, administrators, executors and successors, to hereby forever release, discharge, indemnify, hold harmless, and covenant not to sue YoYo ElastiCheer, its officers, directors, shareholders, employees, volunteers, and all others associated with YoYo ElastiCheer, from any and all liability and all claims which are in any way connected with the child's participation in the programs and activities at YoYo ElastiCheer including claims of negligence by YoYo ElastiCheer. In the event of an emergency, I would like the above mentioned child to be taken to a hospital or appropriate medical emergency clinic or medical office for medical treatment and I hold YoYo ElastiCheer, and its representatives harmless in their execution of this action. Additionally, I hereby agree to individually assume all financial responsibility for injuries, damages or property damages associated with the risks of the child's participation with YoYo ElastiCheer. I acknowledge that this agreement shall be governed by and construed in accordance with the laws of the state of California. I attest that all the information given is true. I am certified that the athlete is in good health and may participate in YoYo ElastiCheer program and all activities. I also give YoYo ElastiCheer permission to film, photography or videotape (record) the above athlete for promotional use for print and online, television event or any way connected to YoYo ElastiCheer.

**I HAVE READ AND UNDERSTAND THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. MY SIGNATURE BELOW ACKNOWLEDGES THAT I AGREE TO BE BOUND BY ALL TERMS CONTAINED HEREIN**

Parent/Guardian (Print Name) \_\_\_\_\_ Notary or Witness (Signature) \_\_\_\_\_

Parent/Guardian (Signature): \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_ Notary Seal: \_\_\_\_\_

Notary or Witness (Print) \_\_\_\_\_