THE CHEER FACTORY GYM CONTRACT

PARENT EXPECTATIONS:

-Parents are to show good sportsmanship at all events, practices, gym functions, etc.

-No smoking/vaping within the 300 feet of any practice, rehearsal space, or gym function.

-No alcohol consumption in/at any gym function. All parents and visitors around the gym must be sober at all times or we have the right to refuse service.

-Parents are not to intervene in practices, classes, performances, etc. No parents inside the gym room during class.

-If parents need to communicate with student during class time, parent must reach out to front desk personnel first.

-Parents must understand that it is their responsibility to follow through with the financial obligations associated with tuition and other fees. Should you fall behind or fail to make the necessary payments, your child's involvement in the cheer program may be jeopardized or even terminated at the Coach or owner’s discretion without refunds or reimbursements.

-All transportation to and accommodations at events are the sole responsibility of each family.

-If a parent would like to communicate with a Coach, parent must reach out to front desk personnel and schedule a meeting outside of class time. Absolutely no on-call meetings.

I UNDERSTAND AND AGREE WITH THE ABOVE STATEMENTS: \_\_\_\_\_\_\_\_\_\_\_\_\_

TUITION:

-Tuition is listed in our TCF Handbook located inside the gym.

-I understand that at any time during gym hours I am able to ask for and look through the TCF Handbook.

-Tuition is DUE by the 1st of each month.

-There is a late fee of $10 if tuition is not paid by the 5th of each month.

-Students may not take class if tuition is not paid in full by the second week of the month.

-I can pay with credit/debit card, cash, check, or Zelle.

-Using a credit/debit card to pay has an additional 3% fee.

-I can only pay with credit card when front desk personnel is at the gym. Otherwise, I will drop off cash or a check in the black box located on the wall inside the studio or I will pay through Zelle.

-I understand any bounced checks will result in myself paying the bank given fee.

-Absolutely NO refunds.

-A need to prorate tuition due to sickness/injury is up to the discretion of the Coach and/or owner and is not guaranteed.

-No make-up classes unless otherwise stated by the Coach.

-I understand it is my responsibility as the parent/guardian to give full payments to The Cheer Factory, even if payments are coming from me and/or another person(s). It is not The Cheer Factory’s responsibility to allow late payments or keep track of separated parent/guardians’ agreements and/or payments.

I UNDERSTAND AND AGREE WITH THE ABOVE STATEMENTS: \_\_\_\_\_\_\_\_\_\_\_\_\_

UNIFORMS:

-All uniform pieces and other things purchased must be paid for in advance in full.

-I understand the speed of delivery is not guaranteed as TCF uses a third-party provider for all pieces/uniforms.

-I understand uniforms and other purchased items are final sale, I cannot return anything once purchased and in my hand.

-I understand all students are required to try on uniform pieces before they leave the gym. Once uniform pieces are out of the gym, they are my (the parent’s) responsibility.

-Uniform pieces listed in our TCF Handbook are up to date and available for me to view and ask questions on.

I UNDERSTAND AND AGREE WITH THE ABOVE STATEMENTS: \_\_\_\_\_\_\_\_\_\_\_\_\_

CODE OF CONDUCT:

-I understand that ANY form of violence, threat, demeaning or derogatory behavior, bullying and/or anything that makes another person(s) feel unsafe and/or disrespected online, in person, through word-of-mouth is STRICTLY prohibited and is means to terminate student enrollment and refuse service. Thise includes but is not limited to parents, students, family, friends, etc.

I UNDERSTAND AND AGREE WITH THE ABOVE STATEMENTS: \_\_\_\_\_\_\_\_\_\_\_\_\_

CLASS ATTIRE:

-Tiny Tots:

 -Hair must be up and out of face.

 -Clean athletic shoes are to be worn at all times unless otherwise stated by the Coach.

 -Water bottles are to be sealed and brought to class.

 -No denim or flashy clothing that is a hazard to other students, to self, or may damage the mats.

 -No jewelry whatsoever.

-Choreography, Stretch/Strength:

 -Hair must be up and out of face.

 -Clean athletic shoes are to be worn at all times unless otherwise stated by the Coach.

 -Water bottles are to be sealed and brought to class.

 -Absolutely no attire other than athleticwear is to be worn to class.

 -Sports bras are mandatory.

 -No jewelry whatsoever.

-Tumbling:

 -Hair must be up in a bun or French braids.

 -Clean athletic shoes are to be worn at all times unless otherwise stated by the Coach.

 -Water bottles are to be sealed and brought to class.

 -Absolutely no attire other than athleticwear is to be worn to class.

 -Sports bras are mandatory.

 -No jewelry whatsoever.

-Stunting:

-Hair must be up in a bun or French braids.

 -Clean athletic shoes are to be worn at all times unless otherwise stated by the Coach.

 -Water bottles are to be sealed and brought to class.

 -Absolutely no attire other than athleticwear is to be worn to class.

 -Sports bras are mandatory.

 -Sports bras only, no t-shirts, sweaters, etc. over the sports bra during this class.

 -No jewelry whatsoever.

-I understand that a student not complying with every one of these attire rules is means to sit student out of class until the error is fixed. I understand and respect that this is for safety and fairness and I will not retaliate if my child has to sit out of class.

I UNDERSTAND AND AGREE WITH THE ABOVE STATEMENTS: \_\_\_\_\_\_\_\_\_\_\_\_\_

INSIDE THE GYM:

-I will only wear clean INDOOR athletic shoes. My athletic shoes I bring inside the gym have not been worn outdoors under any circumstance. If they have been, I have cleaned them to the best of my ability.

-NO gum inside the gym at all.

-No food inside the gym, I may have food in the lobby.

-Sealable bottles only inside the gym. No sodas or sticky drinks.

-I will clean up after myself if any mess is made.

-No parents/visitors inside the gym during class time whatsoever. Each student is permitted to have parents/family observe their first class, after that parents/family/others are to wait inside the lobby or outside the gym.

I UNDERSTAND AND AGREE WITH THE ABOVE STATEMENTS: \_\_\_\_\_\_\_\_\_\_\_\_\_

SAFETY:

-I understand that safety guidelines and standards are listed in the TCF Handbook.

-I understand injuries will happen as cheerleading is a rough contact sport.

-I understand that my child may sit out if they are not paying attention, listening, or behaving appropriately during class time if Coach deems it necessary.

-I understand that Coach J is certified in CPR and advanced first aid and I entrust her to take appropriate action in the event of an emergency, I will not question her course of action in any emergency situation.

I UNDERSTAND AND AGREE WITH THE ABOVE STATEMENTS: \_\_\_\_\_\_\_\_\_\_\_\_\_

COMMUNICATION:

-All information found in the TCF Handbook and about events and other things is found at TheCheerFactory.weebly.com

-I understand that the email I provided in this contract is in TCF’s records and will be used to receive information about events, practices, and other important information.

-I understand not all things will be emailed and I will regularly check the website for updates.

-I will check my email first for event information before reaching out to front desk personnel or Coaches.

I UNDERSTAND AND AGREE WITH THE ABOVE STATEMENTS: \_\_\_\_\_\_\_\_\_\_\_\_\_

MY RIGHT TO SUE:

-I understand TCF is an abbreviation of The Cheer Factory.

-I understand that The Cheer Factory has the right to refuse service to anyone without giving an explanation.

-I understand that I must sign this release of liability in order to participate in The Cheer Factory’s activities.

-By signing this document, I am giving up my right to sue.

-I understand that by signing this document I am forever agreeing to indemnify and hold The Cheer Factory and its’ employees, officers, managers, agents, owners, coaches, independent contractors and members harmless from any and all liability, loss or damage caused by or arising from their negligence, or those of others, including myself.

-I understand that I am agreeing to forever release liability from The Cheer Factory and its’ employees, officers, managers, agents, owners, coaches, independent contractors and members and further agree to give up my right to sue them for any and all property damage, personal injury or wrongful death resulting from their negligence, my own negligence, or the negligence of others. My signature on this document will also prevent my heirs, assigns, representatives, legal guardians, or any person who may sue on my behalf, from suing as well.

-I understand that by participating in The Cheer Factory’s activities, there are risks of physical injury to my person, property or my child, as well as risks due to the negligent conduct of The Cheer Factory and its employees, myself or others, involved with The Cheer Factory. By voluntarily participating I understand the risk of injury to my person and/or child and assuming the risk of such.

-Fees, times and dates of classes and events are subject to change.

-All participants in The Cheer Factory’s program(s) are subject to being photographed and/or video taped. The Cheer Factory has no obligation of provide compensation to those photographed or video taped. Photography and videography shall be used for anything The Cheer Factory would like.

-I understand it is my responsibility to alert Coaches or front desk personnel of any changes to email, phone numbers, insurance information, etc.

By signing below, I acknowledge and declare that I understand the legal consequences of this contract.

I declare under penalty of perjury that I am the legal parent/guardian of the minor listed below. I have authority to enter into this agreement on behalf of the minor. I agree to be bound by its terms (if participant is a minor).

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

Participant’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Cheer Factory Representative Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

YOUR INFORMATION (PARENT/GUARDIAN)

Please list all email addresses you would like to receive information/updates:

Email: Name: Relationship to Student:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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EMERGENCY CONTACT:

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship to Student: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(If you would like to put more than one emergency contact, please write on the back of this sheet).

THE STUDENT’S INFORMATION:

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insurance Name and Policy Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student’s Phone Number/Email Address (optional): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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How did you hear about us?

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**Here are our social media platforms:**

Instagram: @The\_Cheer\_Factory

Email: TheCheerFactoryCA@gmail.com

Website: TheCheerFactory.weebly.com

Facebook: @TheCheerFactoryCA